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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
 FOR
 THREE FORKS SUBDIVISION, PHASES 6 AND 8**

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THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THREE FORKS SUBDIVISION PHASES 6 AND 8, is made and executed the date set forth below, by Richmond American Homes of Utah, Inc., a Utah corporation, with its principal place of business located in Salt Lake City, State of Utah ("Declarant").

RECITALS

A. Declarant is the record owner of that certain tract of property more particularly described in **Exhibit "A"** of this Declaration.

B. The Declarant intends to sell to various purchasers the fee title to the individual Lots 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. These covenants, conditions, restrictions, easements and limitations shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

D. The Association may be incorporated as a Utah nonprofit corporation. If incorporated, it shall be entitled to the rights, obligations, and benefits of the Revised Nonprofit Corporation Act (Utah Code Ann. 16-6a-101, *et. seq.*) as amended from time to time.

NOW, THEREFORE, for the benefit of the Project and the Owners thereof, the Declarant hereby executes this Declaration of Protective Covenants, for and on behalf of all of the Owners.

ARTICLE I. DEFINITIONS

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

Section 1.01 Articles

Articles mean the Articles of Incorporation for Three Forks Phases 6 & 8 Owners Association, as amended from time to time.

Section 1.02 Association

Association means the Three Forks Phases 6 & 8 Owners Association. It is intended that the Association be a Utah non-profit corporation. 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 unincorporation shall be binding.

Section 1.03 Board

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

Section 1.04 Bylaws

Bylaws mean the bylaws of the Association, as amended or restated from time to time. The Bylaws are attached to this document as Exhibit "B."

Section 1.05 Common Areas

Common Areas mean Parcel B as shown on the Map for Phase 8. The Common Areas may consist of landscaping, irrigation equipment, equipment necessary for detention basins, and other improvements. The Common Area shall be owned by the Association.

Section 1.06 Common Expenses

Common Expenses mean all sums spent to administer, maintain, or replace the Common Areas; the cost of irrigation water used for 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.

Section 1.07 Community Association Act

Community Association Act shall mean Utah Code §§ 57-8a-1 *et seq.*, as amended or replaced from time to time.

Section 1.08 Declarant

Declarant shall mean and refer to Richmond American Homes of Utah, Inc., a Utah corporation, and/or any successors to said company which, either by the operation of law, or through a voluntary conveyance, transfer, or assignment, comes to stand in the same relation to the Project (or a portion thereof) as did its predecessor. Declarant shall not mean members of the public purchasing Lots for private use.

Section 1.09 Declaration

Declaration means this Declaration of Protective Covenants, as amended from time to time.

Section 1.10 Director

Director means a member of the Board.

Section 1.11 Dwelling

Dwelling means a residential unit that is designated and intended for use and occupancy as a residence by a single family.

Section 1.12 Family

Family shall mean and refer to Family as defined by the local zoning ordinance.

Section 1.13 Governing Documents

Governing Documents mean the Declaration, Bylaws, Articles of Incorporation, Map, and rules and regulations as said documents may exist at any given time.

Section 1.14 Improvements

Improvements means every structure or improvement of any kind, including but not limited to landscaping required under the Declaration and any Dwelling, deck, porch, awning, fence, garage, carport, driveway, storage shelter or other product of construction efforts on or in respect to the Project (but does not include any exterior antenna or satellite dish, authorized in accordance with the Declaration).

Section 1.15 Lot

Lot means a subdivided parcel, lot or plot of ground as designated on the Plat.

Lot shall also include mechanical equipment, ducts, pipes, and appurtenances located outside the Lots boundaries but designated and designed to serve only the Lot, such as air conditioning compressors and other air conditioning apparatus, fixtures and the like, shall be considered part of the Lot. All pipes, wires, conduits, or other public utility lines or installations serving only the Lot shall be considered part of the Lot.

Section 1.16 Map

Map means the plat maps for Three Forks Subdivision Phase 6 and Phase 8, on file with the Salt Lake County Recorder's Office and any amendments or supplements thereto.

Section 1.17 Member

Member means an Owner. If an Owner is not a natural person, then an officer, trustee, director, manager, partner, or member as shown in the entity's most recent revisions to its formative documents shall be its representative to act on its behalf as if it were a natural person.

Section 1.18 Nonprofit Act

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

Section 1.19 Owner

Owner means the person or persons owning any Lot (including the holder of a buyer's interest

under a land sale contract, unless otherwise stated in the contract), but does not include a tenant or holder of a leasehold interest or person holding only a security interest in a Lot (including the holder of a vendor's interest under a land sale contract, unless otherwise stated in the contract).

Section 1.20 Project

Project means all of the land described in attached **Exhibit "A."**

Section 1.21 Resident

Resident means any person living or staying at the Project. This includes but is not limited to all lessees, tenants, and the family members of Owners, tenants or lessees.

Section 1.22 Turnover Meeting

Turnover Meeting means the meeting described in Section 10.1.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01 Property Subject

The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in Salt Lake County, Utah, and is described on **Exhibit "A."**

All of the Project shall be owned, conveyed hypothecated, encumbered, used, occupied and improved subject to this Declaration. The easements, covenants, conditions, restrictions and charges, described in this Declaration shall run with the property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner thereof.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to improve the Project with such facilities, including, but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of the Owners as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservation, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire seven (7) years after the date on which this Declaration, or any amendment or supplement hereto, is filed for record in the office of the County Recorder of Salt Lake County, Utah.

ARTICLE III. PROPERTY RIGHTS IN LOTS

Section 3.01 Use and Occupancy

Except as otherwise expressly provided in this Declaration, the Owner of a Lot shall be entitled to the exclusive use and benefit of such Lot and Dwelling. Each Lot shall be bound by, and the Owner shall comply with the Declaration for the mutual benefit of the Owners.

Section 3.02 Easements Reserved

In addition to the easements shown on the Plat or provided for under this Declaration or law, the following easements are hereby reserved for the benefit of the Owners:

(a) Utility Easements. Public utility providers shall have an easement over all Lots for the installation, maintenance and development of utilities and drainage facilities. The easement area of each Lot and all Improvements therein shall be maintained continuously by the Owner of the Lot in accordance with the terms of the Declaration, except for those improvements for which a public authority or utility provider is responsible.

Section 3.03 Easements Shown on the Plat

Lots shall be subject to the easements shown on the Plat.

ARTICLE IV. PROPERTY AND USE RIGHTS IN COMMON AREA

Section 4.01 Member's Right of Enjoyment

(a) 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.

(b) 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 his Lot. The rights described in this Section are appurtenant to and pass with title to the Lot.

(c) 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.

Section 4.02 Delegation of Right of Use

Any member of the Association 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.

Section 4.03 City Easement

West Jordan City is hereby granted an easement to access, inspect, and maintain the detention basin located on Parcel B, Phase 8 Map. The city's maintenance obligation shall only extend to detention related improvements.

Section 4.04 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.

ARTICLE V. MAINTENANCE

Section 5.01 Association Responsibility

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

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 Dwelling if, in the opinion of the Board, the Owner is unwilling or unable to adequately provide such maintenance. Should the Board exercise its right under this provision, it shall not be liable for trespass or nuisance and shall have the right to levy an Individual Assessment to recover its maintenance costs.

Section 5.02 Owner Responsibility

Unless otherwise assigned to the Association in 5.1, all maintenance, repair, and replacement of the Lots, Dwellings, and improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain, repair, and replace such Lot and Dwelling in good repair and in accordance with the Governing Documents.

ARTICLE VI. ARCHITECTURAL CONTROL

Section 6.01 Architectural Standards and Guidelines

When repairing, restoring, replacing, remodeling or redecorating the exterior of a Dwelling the Owner shall use materials and colors that are similar to the original construction or that are complimentary of the surrounding Dwellings. Owners are subject to the following architectural restrictions:

(a) Window Coverings: Under no circumstances shall any cardboard or tinfoil be used as window coverings in the Project. Additionally, no stickers or non-holiday decorations will be permitted in windows.

(b) Utility Installations: 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.

(c) Completion: Once work has commenced on an Improvement, work shall continuously progress to completion. Any breaks in work shall not exceed 14 days.

(d) Setbacks: Front setbacks and street side corner lot side yard setbacks shall be measured from the back of the curb to the foundation wall facing the curb from which the measurement is taken. Rear and side yard setbacks shall be measured from the property line to the foundation wall facing the property line from which the measurement is taken. Dwellings shall have the following minimum setbacks:

Front Yard – 25 feet;

Rear Yard – 30 feet;

Side Yard – 8 feet on non-garage side, 10 feet on garage side;

Street Side Corner Lot Side Yard – 20 feet on non-garage side, 25 feet on garage side;

Irregular Shaped Lots – The setbacks on irregular shaped Lots shall be those allowed by Riverton City Planning Department after review of the Lots unique characteristics and best uses. A variance will be granted to irregular shaped Lots based on the Planning Department's determinations.

(e) Establish Drainage Pattern: Depending on the topography of each Lot, additional grading or improvements may have been performed, as needed, to facilitate the drainage of the Lot along with surrounding lots. Each Owner is responsible for ensuring that any drainage improvements, facilities, or modifications put in place by the Declarant or other local governing bodies are maintained, unaltered, and remain unobstructed to enable water to flow consistent with the Established Drainage Pattern (EDP = drainage pattern of each Lot at the time the certificate of occupancy was issued). Additionally, each Owner understands that no structure, plant, improvement or other material may be placed or permitted to remain, or other activities undertaken, which may damage or interfere with the EDP, established public utility easements, lot ratios, create erosion or sliding problems, or may change the direction or flow of drainage channels, or obstruct the flow of water through the channels.

If an Owner interferes with the EDP, then he or she agrees to restore the property to its original condition and pay for any damages, including attorney's fees to enforce this provision. The Owner additionally understands that while Declarant or Association may or may not enforce this damage clause, it will be available for each Owner's neighbors to reference should they seek recompense for damage to their Lot caused by changes an Owner has made to his or her own Lot.

(f) Colors: Without limiting the use of color, exterior walls shall be subdued in color and not reflective. Intense colors should be used as accent only. The Declarant may create an approved color palette.

Section 6.02 Noncompliance

Any construction, alteration, or other work done in violation of this Declaration shall be deemed to be in noncompliance. If in violation of this Declaration, Owners shall, at their own cost and expense, remove such nonconforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work.

ARTICLE VII. ASSESSMENTS

Section 7.01 Covenant for Assessment

By accepting a deed or other conveyance, each Owner covenants and agrees to pay the Association all regular assessments, special assessments, supplemental assessments, individual assessments, late penalties, and collection costs (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. Except for foreclosures, the personal obligation for unpaid assessments, late fees, interest, and collection costs, including attorney's fees, shall pass to the successor in title. 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. If an Owner loses their Lot to foreclosure or voluntarily conveys it, they shall remain personally liable for unpaid assessments, late fees, interest, and collection costs (including attorney's fees).

Section 7.02 Declarant's Covenant for Assessments

During the period that Declarant owns a Lot, Declarant shall contribute such amounts to the Association as are necessary for the Association to meet its obligations, less reserve fund contributions, under the budget after collecting assessments from any Lots owned by third parties.

Section 7.03 Annual Budget

The Board shall prepare an annual budget for the Association. 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.

Section 7.04 Reserve Account

The Association shall establish a reserve account to fund long-term maintenance and replacement items. The Board shall use reasonable efforts, subject to the Owners rights under

the Community Associations Act, to fund the reserve account. The Board shall not be personally liable for failure to fund the reserve unless gross negligence or intentional misconduct is proven in a court of law.

Section 7.05 Regular Assessment

The Association may collect the regular assessment on an annual basis, semi-annual basis, quarterly basis, or monthly basis. The Board shall decide on how frequently assessments shall be due. Written notice of the regular assessment amount and payment schedule shall be sent to Owners at least 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.

Section 7.06 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. The Association may levy a special assessment up to 50% of the annual budget without approval from the Owners. If a special assessment exceeds 50% of the annual budget, it must be approved by a majority of a quorum of Owners.

Section 7.07 Supplemental Assessment

If the regular assessments are inadequate to pay the Common Expenses, 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.

Section 7.08 Individual Assessment

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

- (a) Assessments levied against a Lot to reimburse the Association for costs incurred in correcting a violation of the Governing Documents;
- (b) Fines, late fees, interest, collection costs (including attorney's fees);
- (c) 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;
- (d) Reinvestment or transfer fees due at the transfer of a Lot. The amount of the reinvestment fee shall be determined by the Board, but shall not be more than ½% of the sale

price of the Lot; and

- (e) Any charge described as an individual assessment by the Declaration.

Section 7.09 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.

Section 7.10 Nonpayment of Assessment

Assessments not paid within 10 days after the due date established by the Board will be late and subject to interest at 18% per annum on any delinquent balance and a \$25.00 late fee. Late fees may only be charged once per missed payment.

Section 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.

Section 7.12 Acceleration

If an Owner fails to pay their assessments for 61 days or more, the Board may elect to accelerate the remainder of the Assessments due that year.

Section 7.13 Collection of Rent from Tenant

If an Owner rents their Lot and fails to pay their assessments, the Association may demand the tenants to pay the Association any rent owed to the Owner. Payment of rent to the Association shall not be a violation of the lease by the tenant. The Board shall establish procedures for collecting rents from tenants, which shall comply with the Community Association Act.

Section 7.14 Suspension of Voting Rights

If an Owner has a delinquent assessment balance, the Association may suspend their right to vote.

Section 7.15 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 county recorder as evidence of nonpayment.

Section 7.16 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.

Section 7.17 Appointment of Trustee

The Owners hereby convey and warrant pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 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.

Section 7.18 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's obligation to pay six months of assessments, late fees, and penalties.

ARTICLE VIII. RESTRICTIONS ON USE

Section 8.01 Use of Lots - Residential Use

Each of the Lots in the Project is limited to residential use only. Each Lot and Owner is subject to the uses and restrictions imposed by such restrictions. Dwellings may be used for home based business, so long as the Resident obtains a business license, complies with local zoning code for home based business, and the business operations are not obvious from outside the Dwelling.

Section 8.02 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 property. A nuisance includes but is not limited to the following:

- (a) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot;
- (b) The storage of any item, property or thing that will cause any Lot to appear to be in an unclean or untidy condition or that will be noxious to the senses;
- (c) The accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials so as to constitute an eyesore;
- (d) The storage of any substance, thing or material upon any Lot 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;
- (e) The creation or maintenance of any noxious or offensive condition or activity in or about any Lot;

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

(g) 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 invites;

(h) Too much noise in, on or about any Lot, especially after 10:00 p.m. and before 7:00 a.m.;

(i) Too much traffic in, on or about any Lot, especially after 10:00 p.m. and before 7:00 a.m.;

(j) Allowing a pet to be unleashed while outside of the Dwelling or fenced backyard;

(k) Continuous barking, meowing, or other animal noises; and

(l) Allowing your pet to urinate (l) or defecate on a neighboring Lot or failing to clean up immediately any feces deposited by a pet on a Lot or street.

Section 8.03 Signs

No signs or banners shall be displayed in the front yard except “For Sale”, “For Rent”, holiday signs during holiday seasons, and political signs during an active election cycle.

Section 8.04 Aerials, Antennas and Satellite Dishes

It is the intent that this policy not be inconsistent, incongruent or in conflict with applicable local, state and federal legislation. Aerials, antennas and satellite dishes shall be prohibited within the Project, except (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (b) antennas or satellite dishes designed to receive video programming services via multipoint distribution services which are one meter or less in diameter or diagonal measurement (hereafter referred to as “Permitted Devices”) shall be subject to the following:

(a) located on the rear of a Dwelling, so as not to be visible from the street;

Notwithstanding the foregoing, should an Owner determine that a Permitted Device cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, then the Owner may install the device in the least conspicuous alternative location on the Lot where an acceptable quality signal can be obtained.

Section 8.05 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:

- (a) The parking rules and regulations adopted by the Board from time to time.
- (b) 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 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.
- (c) 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.
- (d) Unregistered or inoperable vehicles shall not be parked on the driveway or street and shall be screened from view.
- (e) 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.

Section 8.06 Timeshares

Timeshares and time-sharing of Dwellings 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(17), as amended.

Section 8.07 Obligation of Lot Owner to Repair and Restore

In the event of any damage or destruction of the improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a Mortgagee of a Lot, shall be applied first to the repair, restoration or replacement of the damaged or destroyed improvements. Any such repair, restoration or replacement shall be done in accordance with the architectural restrictions contained in this Declaration.

Section 8.08 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.

Section 8.09 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.

Section 8.10 Subdivision of Lots

No Lot shall be further subdivided or separated into smaller Lots or parcels by any Owner. No Lot may be converted into a condominium or cooperative or other similar type of entity. No applications for rezoning, variances, or use permits shall be filed if such proposed use violates this Declaration.

Section 8.11 Drilling Operations

No oil drilling oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot nor shall oil wells, tunnels, mineral excavations or shafts be permitted. No derrick or other structure designed for use in drilling for oil or natural gas or water shall be erected, maintained or permitted upon any Lot.

Section 8.12 Rubbish and Unsightly Debris, Garbage, etc

Notwithstanding any other provision in this Declaration, no Owner shall allow his or her Lot to become so physically encumbered with rubbish, unsightly debris, garbage, equipment, or other similar things or materials.

Section 8.13 Clothes Drying Facilities

Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot.

Section 8.14 Front Porches

Front porches are required to be maintained in a clean and tidy fashion. Owners may have outdoor furniture made of wood or metal on the front porch. Plastic, vinyl, or indoor furniture may not be kept on the front porch. Any outdoor furniture kept on the front porch shall be well maintained and in good condition.

Front porches shall not be used for storage. Examples of items prohibited from being kept on front porches include, without limitation, bicycles, toys, barbecues, trash receptacles, ash trays, and anything else which appears unkempt, dirty, or detracts from the appearance of the Project.

ARTICLE IX. MEMBERSHIP AND ASSOCIATION

Section 9.01 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.

Section 9.02 Voting Rights

Voting is governed by the Bylaws.

Section 9.03 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.

Section 9.04 Composition and Selection of Board

The Bylaws govern how the Board is established and selected.

Section 9.05 Adoption of Bylaws

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

ARTICLE X. DECLARANT RIGHTS

Section 10.01 Administrative Control of Association

Declarant shall assume full administrative control of the Association through an appointed interim Board, 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 later than three (3) years from the date the last Lot to be developed upon the Property is sold.

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.

Section 10.02 Rights

In addition to any other rights under the Declaration, as long as Declarant owns at least one (1) Lot within the Project, Declarant:

(a) 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.

(b) "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.

(c) Approval of Amendments. For so long as the Declarant owns at least one Lot within the Project, Declarant shall have the right to approve all amendments to the Declaration proposed by the Owners.

(d) Declarant Exemption. Unless specifically and expressly bound by a provision of the Declaration, Declarant shall be exempt from the provisions of the Declaration.

Section 10.03 Easements Reserved to Declarant

(a) 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, together with the right and

(b) 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 in, over, through, upon and across each and every Lot in any easement area set forth in this Declaration or as shown on the Plat.

(c) 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 Plat. 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 Plat.

(d) 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.

(e) 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 for all purposes necessary or appropriate to the full and final completion of construction of the Project.

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 XI. COMPLIANCE AND ENFORCEMENT

Section 11.01 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.

Section 11.02 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:

(a) 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;

(b) To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;

(c) To levy reasonable fines pursuant to a schedule of fines adopted by resolution of the Board;

(d) 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

(e) The right of the Association to suspend the voting rights 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

(f) 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.

Section 11.03 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.

Section 11.04 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.

Section 11.05 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 XII. INSURANCE

Section 12.01 Types of Insurance Maintained by the Association

- (a) Property, casualty, and fire insurance for the Common Areas to the extent reasonably available or deemed advisable by the Board;
- (b) Liability insurance in an amount deemed advisable by the Board;
- (c) Full coverage directors and officers liability insurance for at least \$1,000,000.00;
and
- (d) 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.

Section 12.02 Insurance Company

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

Section 12.03 Premium as Common Expense

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

Section 12.04 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.

Section 12.05 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.

Section 12.06 Right to Adjust Claims

The Association has the right and authority to adjust claims.

Section 12.07 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.

Section 12.08 Damage and Destruction of Common Area

(a) 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.

(b) 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.

(c) If, in accordance with this section, 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.

(d) 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, without the necessity of a vote of the members, levy a Special Assessment against all Owners in order to cover the deficiency.

ARTICLE XIII. AMENDMENT AND DURATION

Section 13.01 Amendments

(a) Approval Required. Except as otherwise provided in this Declaration, this Declaration may be amended by approval of 67% of all Owners. However, if the Owners desire to amend this Declaration to create an association of owners or create assessments, they must obtain the written consent of all Owners.

(b) Execution and Recordation. An amendment shall not be effective until the amendment is signed and acknowledged by the required number of Owners is and is recorded in the Recorder's Office of Salt Lake County, Utah.

(c) Notwithstanding anything in this Declaration, so long as the Declarant owns one Lot within the Project, the written consent of the Declarant is required to amend this Declaration or the Plat. Until all Lots are sold, the Declarant shall have the unilateral right to amend the Declaration.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

Section 14.01 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.

Section 14.02 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.

Section 14.03 Lessees and Other Invitees

Lessees, invitees, contractors, family members and other persons entering the Project under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Project. 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.

Section 14.04 Nonwaiver

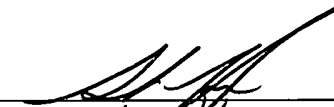
Failure by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 14.05 Waiver, Precedent and Estoppel

No restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by 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 an Owner as to any similar matter.

IN WITNESS WHEREOF, the Declarant, has caused this Declaration to be executed by its duly authorized officers on the 23 day of October, 2013.

DECLARANT:
Richmond American Homes of Utah, Inc.


By: Steve Herman
Its: Dir. Pres.

STATE OF UTAH)
 :SS.
County of Salt Lake)

On this 23 day of October, 2013, personally appeared before me Steven Herman, who being by me duly sworn, did say that he is the agent of Declarant, authorized to execute this Declaration.


NOTARY PUBLIC

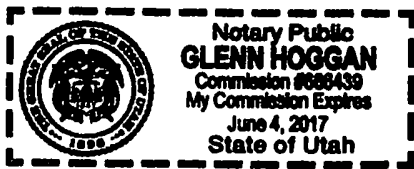


EXHIBIT A

LEGAL DESCRIPTION

Phase 6

A parcel of land, situate in the Northwest Quarter of Section 2, Township 3 South, Range 2 West, Salt Lake Base

and Meridian, more particularly described as follows:

Beginning at a point on the south line of 8600 South Street, said point also being South 89°40'01" East 1,057.34

feet along the section line and South 00°19'59" West 40.00 feet from the Southwest Corner of Section 35, Township

2 South, Range 2 West, Salt Lake Base and Meridian and running:

thence South 89°40'01" East 284.07 feet along the south line of 8600 South Street;

thence South 00°05'11" West 1,150.64 feet to the north line of Duck Creek Subdivision Phase 2;

thence North 89°43'37" West 557.63 feet along the north line of said Duck Creek Subdivision Phase 2 and the north

line of Copperfield Subdivision Phase 3;

thence North 00°16'23" East 111.12 feet;

thence North 09°00'29" West 50.66 feet;

thence North 00°16'23" East 260.50 feet;

thence South 89°43'37" East 7.12 feet;

thence North 00°16'23" East 105.87 feet;

thence South 89°43'37" East 156.97 feet;

thence South 00°05'11" West 9.94 feet;

thence South 89°54'49" East 115.93 feet;

thence North 00°05'11" East 633.00 feet to the point of beginning.

Contains 472,065 Square Feet or 10.837 Acres

Phase 8

A parcel of land, situate in the Northwest Quarter of Section 2, Township 3 South, Range 2 West, Salt Lake

Base and Meridian, more particularly described as follows:

Beginning at a point on the south line of Three Forks Phase 2 Subdivision said point also being South 00°08'09" West 302.44 feet along the section line from the Southwest Corner of Section 35, Township 2 South,

Range 2 West, Salt Lake Base and Meridian and running:

thence North 89°24'04" East 13.88 feet along said south line of said Three Forks Phase 2 Subdivision;

thence South 86°38'18" East 111.42 feet along said south line of said Three Forks Phase 2 Subdivision;

thence South 89°54'49" East 267.64 feet along said south line of said Three Forks Phase 2 Subdivision;

thence North 80°43'32" East 81.61 feet along said south line of said Three Forks Phase 2 Subdivision;

thence North 48°31'43" East 87.55 feet along said south line of said Three Forks Phase 2 Subdivision;

thence North 46°32'52" East 236.89 feet along said south line of said Three Forks Phase 2 Subdivision;

thence North 26°21'09" East 34.55 feet along said south line of said Three Forks Phase 2 Subdivision to the

south line of 8600 South Street;

thence South 89°40'01" East 331.60 feet to the west line of Three Forks Phase 6 Subdivision;

thence South 00°05'11" West 633.00 feet along said west line of said Three Forks Phase 6 Subdivision;

thence North 89°54'49" West 115.93 feet along said west line of said Three Forks Phase 6 Subdivision;

thence North 00°05'11" East 9.94 feet along said west line of said Three Forks Phase 6 Subdivision;

thence North 89°43'37" West 156.97 feet along said west line of said Three Forks Phase 6 Subdivision;
thence South 00°16'23" West 105.87 feet along said west line of said Three Forks Phase 6 Subdivision;
thence North 89°43'37" West 7.12 feet along said west line of said Three Forks Phase 6 Subdivision;
thence South 00°16'23" West 260.50 feet along said west line of said Three Forks Phase 6 Subdivision;
thence South 09°00'29" East 50.66 feet along said west line of said Three Forks Phase 6 Subdivision;
thence South 00°16'23" West 111.12 feet along said west line of said Three Forks Phase 6 Subdivision to
the north line of Copperfield Subdivision Phase 3;
thence North 89°43'37" West 784.61 feet along said north line of Copperfield Subdivision Phase 3 to the
section line;
thence North 00°08'09" East 889.60 feet along the section line to the point of beginning.

Contains 912,756 Square Feet or 20.954 Acres and 56 Lots and 2 Parcels

EXHIBIT B

BYLAWS FOR THREE FORKS PHASES 6 & 8 OWNERS ASSOCIATION

ARTICLE I. BYLAW APPLICABILITY

Section 1.01 Definitions

The capitalized terms used in the Bylaws shall have the same meaning given to them in the Declaration, unless otherwise specifically stated.

Section 1.02 Bylaw Applicability

The provisions of these Bylaws are binding upon the Association and the Owners. All present and future Owners shall be subject to these Bylaws, as amended from time to time. Acquisition of any Lot constitutes an acknowledgment that the Owner has agreed to and ratified these Bylaws and will comply with them.

ARTICLE II. ASSOCIATION

Section 2.01 Composition

All of the Owners acting as a group in accordance with the Governing Documents shall constitute the Association. Except for matters specifically reserved for a vote of the Owners, the Board, on behalf of the Owners, shall administer the Association's affairs.

Section 2.02 Annual Meeting

Annual meetings shall be held once a year. The Board shall determine the date, time, and place of the annual meeting. The Association shall send notice of annual meetings at least 10 days but not more than 60 days in advance of the meeting. At the annual meeting the Association shall conduct the following business in any order the Board sees fit:

- (a) Roll call and verification of quorum;
- (b) Approval of minutes from preceding annual meeting;
- (c) Reports of officers;
- (d) Special committee reports;
- (e) Election of Directors;
- (f) Review of reserve analysis;

- (g) Unfinished business from preceding annual meeting; and
- (h) New business.

Section 2.03 Special Meeting

Special meetings may be held at any time for any purpose. A special meeting may be called by a majority of the Directors or upon petition of at least 20% of the Owners in good standing. The Association shall schedule and send notice of a special meeting within 30 days of request. The notice of a special meeting shall state the date, time, place, and purpose of the meeting. The Association shall send notice of a special meeting at least 10 days in advance of the meeting. No business may be transacted at a special meeting except as stated in the notice.

Section 2.04 Place of Meeting

Meetings shall be held at a place designated by the Board and stated in the notice of meeting. Meetings shall be held in Salt Lake County.

Section 2.05 Conduct of Meeting

The President shall preside over all meetings of the Association. The Secretary shall keep the minutes of the meeting and take record of all resolutions adopted at the meeting.

Section 2.06 Quorum

A quorum shall be the Owners present in person or by proxy at a meeting.

Section 2.07 Voting

The Association shall initially have the following two classes of votes:

(a) **Class A.** Class A Members shall be all Owners other than the Declarant until the Class B membership ceases. Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

(b) **Class B.** The Class B Member shall be the Declarant. The Class B Member shall be entitled to 2 votes for every Lot owned by Declarant plus 2 votes for every class A vote. The Class B Membership shall automatically cease and be converted to a Class A membership upon the sale of the last lot.

If a Lot is owned by more than one Person and multiple Owners are present at a meeting, the vote appertaining to that Lot shall be cast by agreement of a majority of the Owners. If a Lot is owned by more than one Person and a single Owner is present at a meeting, the vote appertaining to that Lot shall be cast by the Owner present. The Association may conclusively presume the consent of all a Lot's Owners when a vote is cast by a Lot with multiple Owners.

Except where a greater number is required by the Governing Documents or the Nonprofit Act and elections of Directors, any decision requiring Owner consent shall be passed by majority vote of a quorum.

Section 2.08 Good Standing

An Owner shall be in good standing if he has paid assessments levied against his Lot, including late fees, interest, fines, collection costs, and attorney fees, and has no reported or obvious outstanding violations of the Governing Documents. An Owner must have cured violations and paid in full at least three days prior to the meeting or action.

Section 2.09 Proxies

An Owner in good standing may vote or otherwise act by proxy. An Owner may appoint a proxy by signing a proxy appointment form. The proxy appointment form may be submitted to the Association in person, by mail, or electronically. The proxy appointment form must name a proxy, be dated, and signed by the Owner. Any proxy appointment form that does not contain a proxies name, date, or signature shall be void. A proxy appointment form is valid until revoked by the Owner's attendance at a meeting, a signed and dated revocation delivered to the Association, a subsequent proxy appointment, notice of death or incapacity of the Owner, or the passage of 11 months.

Section 2.10 Mail-in Ballots

Any action requiring a vote of the Owners, except election of Directors, may be taken by mail-in ballots. Action by mail-in ballot shall comply with the procedures set forth in the Nonprofit Act Section 16-6a-709, as amended from time to time. A combination of mail-in ballots, ballots collected electronically, and ballots cast in person may be used.

Section 2.11 Written Consent in Lieu of Vote

Any action requiring a vote of the Owners, except election of Directors, may be taken by written consent. Action by written consent shall comply with the procedures set forth in the Nonprofit Act Section 16-6a-707, as amended from time to time. Written consents may be collected electronically.

Section 2.12 Record Date

The record date for determining which people are entitled to vote shall be the date notice of the meeting or action is sent. The Board may change the record date prior to sending notice of the action. The Owners shown on the records of the Association on the record date shall be the people entitled to vote on an action.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01 Number and Qualification of Directors

There shall be three Directors. Except for Directors appointed by Declarant, Directors must be Members in good standing.

Section 3.02 Selection and Term of Directors

Directors shall serve for a term of two years and shall serve until their successors have been elected. There is no limit on the number of terms an Owner may serve as a Director. Directors' terms shall be staggered as follows: (i) two Directors shall be elected in years ending with an even number; and (ii) one Director shall be elected in years ending with an odd number. At the initial election of the Directors, the newly elected Directors shall determine their terms.

Section 3.03 Vacancies

After the Turnover Meeting, director vacancies, for any reason other than removal by vote of the Association, shall be filled by vote of a majority of the remaining Directors. The Board shall conduct a special meeting for the purpose of filling the vacancy. The meeting shall be valid even if a quorum is not present. Each replacement Director shall serve until the next annual Owners' meeting, then the vacancy shall be filled by vote of the Owners. The replacement Director elected by the Owners shall serve the remaining term of the replaced Director.

Section 3.04 Removal of Directors

After the Turnover Meeting, a Director may be removed with or without cause by vote of a majority of a quorum of Owners. If the Owners propose to remove a Director, the Association shall give the Director and Owners at least 15 day written notice of the meeting and the purpose of the meeting. The Director shall be given an opportunity to be heard at the meeting prior to the vote to remove him. At any meeting where a Director is removed by the Owners, the Owners must vote to replace the Director. The replacement will serve the remaining term of the removed Director.

After the Turnover Meeting, any Director who allows his assessments to become more than 90 days past due may be removed and replaced by vote of a majority of the Board. The Board shall give the Director 10 day written notice to cure the default prior to voting to remove the Director.

Section 3.05 Organization Meeting

The Directors shall hold a meeting following the annual owners meeting for the purpose of electing officers. Notice of the organization meeting shall be given verbally at the annual meeting. The organization meeting shall be conducted at the next regular meeting of the Board or may be conducted at a special meeting.

Section 3.06 Regular Meetings

The Board shall hold regular meetings. The Board shall determine frequency, times, and locations of regular meetings. However, the Board shall conduct at least two regular meetings per year. Notice of regular meetings shall be given to each Director at least three days prior to the meeting.

Section 3.07 Special Meetings

A Director may call a special meeting of the Board. Notice shall be given at least three days prior to the meeting. Notice shall state the time, place, and purpose of the meeting.

Section 3.08 Conduct of Meetings

The President shall preside over all meetings of the Board. The Secretary shall take minutes of the Board meetings and shall make record of all resolutions.

Section 3.09 Quorum

A majority of the Board shall constitute a quorum. A quorum shall be required to conduct business at a meeting. If less than a quorum is present at a meeting, the majority of those present may adjourn the meeting until such time as a quorum is present. Once established, a quorum will be present even if Directors leave. Directors may attend a meeting telephonically.

Section 3.10 Notice and Waiver of Meeting Notice

Notice to Directors may be personally delivered, mailed, or delivered by any available electronic means, including, without limitation: text, email, fax, or posting on the website. Directors may waive notice of meetings in writing. A waiver shall be deemed equivalent to notice. Attendance of a Director at a meeting will be considered a waiver of notice, unless the Director attends to dispute notice. If all Directors are present at a meeting, notice of the meeting is waived and any business may be conducted.

Section 3.11 Action without Meeting

Any action by the Board may be taken without a meeting if all the Directors submit a written vote either for, against, or abstaining from the action. Written votes may be given in person, by mail, or electronically. The Association shall file the written votes with its record of minutes.

Section 3.12 Powers and Duties

The Board shall manage the affairs and business of the Association. The Board is vested with all power and authority necessary to administer the affairs of the Association in accordance with the Governing Documents. The Board may do any act required or allowed by the Governing Documents, the Community Association Act, the Nonprofit Act, or any other rule of law.

Subject to the limitations contained in the Declaration, Bylaws, or Community Association Act, the Board shall have the following authority:

- (a) Prepare an annual budget and establish what constitutes a Common Expense;
- (b) Adopt and amend rules, regulations, policies, and procedures governing the Common Areas, administration of the Association, and to enforce and interpret the Governing Documents;
- (c) Delegate authority to a managing agent to act on behalf of the Association;
- (d) Provide for the maintenance, repair, and replacement of the Common Areas and exterior of Dwelling;
- (e) Hire, contract for, and terminate personnel or contractors necessary for the maintenance repair and replacement of the Common Areas, exterior of Dwellings, and administration of Association business. Provide for the compensation of personnel. Purchase supplies, equipment, and materials for use in the Association;
- (f) Open and maintain bank accounts on behalf of the Association. Designate authorized signers for the bank accounts;
- (g) File lawsuits or initiate other legal proceedings on behalf of the Association. However, any action where the amount in controversy may be greater than \$15,000.00, excluding attorney's fees and court costs, shall require the affirmative approval of 75% of the Owners and written consent from Declarant, if Declarant owns at least one lot. The preapproval of the Owners and Declarant shall not apply to actions to collect assessments, fines, or actions to enforce the covenants against Owners in violation of the Governing Documents;
- (h) Defend lawsuits, administrative actions, and other legal proceedings against the Association;
- (i) Pay costs of any services rendered to the Project or multiple Owners, but not billed to the Owners individually;
- (j) Keep books with detailed accounts of the receipts and expenditures of the Association. Make the books available to the Owners as required by the Community Association Act and Nonprofit Act. The books shall be kept in accordance with generally accepted accounting practices. Upon resolution by the Board, retain an independent auditor to audit the books;
- (k) Grant easements, licenses, or permission over, under, and through the Common Areas;
- (l) Upon approval by 67% of the ownership interest in the Common Areas, to convey

Common Areas;

(m) Create committees;

(n) Any other act allowed or required by the Governing Documents, the Community Association Act, or the Nonprofit Act;

(o) Any act allowed or required to be done in the name of the Association.

Section 3.13 Manager

The Board shall employ a manager to perform such duties and services as the Board shall authorize. The Board may delegate to the manager all powers granted to the Board and officers by the Governing Documents. However, the manager must obtain the Board's written consent to exercise the powers listed in Bylaw Sections 3.12 (b), (f), (g), (h), (k), (l), and (m).

Section 3.14 Compensation

Directors shall not be compensated for their work. However, Directors may seek reimbursement for actual costs and mileage incurred during their service.

Section 3.15 Limitation of Liability

The Directors shall not be liable to the Owners for any mistake of judgment, negligence, or other errors, unless it was by willful misconduct or criminal conduct. The Association shall indemnify and hold the Directors harmless against liability to third parties for actions taken on behalf of the Association, while acting in their capacity as Director, unless the action constitutes willful misconduct or criminal conduct.

ARTICLE IV. OFFICERS

Section 4.01 Election and Term of Officers

The Board shall elect the officers of the Association. Officers shall be elected from the Directors. Officers shall serve one-year terms and shall serve until their successor is elected.

Section 4.02 Removal of Officers

The Board may remove any officer with or without cause by affirmative vote of a majority of a quorum of the Board. If an officer is removed, the Board shall replace them.

Section 4.03 Offices

The Association officers shall be president, vice president, secretary, and treasurer. The Board may appoint assistant officers, who need not be Directors, as it may deem necessary. Except for the president, the same person may hold two offices.

(a) President

The president shall be the chief executive officer. He shall preside at meetings of the Association and the Board. He shall be an unofficial member of all committees. He shall have general and active management of Association business. He shall see that all resolutions and policies of the Association are executed.

(b) Vice President

The vice president shall perform the duties and exercise the powers of the president in the absence or disability of the president. If the president and vice president are unable to act, the Board shall appoint a Director to fulfill the duties on an interim basis.

(c) Secretary

The secretary shall attend all meetings and take minutes thereof. He shall also make record of all resolutions, rule, policies, and procedures. He shall give or cause to be given notice of all meetings. He shall compile or cause to be compiled a complete list of the owners and their contact information.

(d) Treasurer

The treasurer shall oversee the finances of the Association. He shall be responsible to ensure that the Association has full and accurate records of income and expenses. He shall give financial reports at regular Board meetings and the annual Owners' meeting.

Section 4.04 Delegation of Duties

The Association officers may delegate any of their duties to a manager or to a committee. However, the officers shall be responsible to oversee and ensure that the duties so delegated are being properly discharged.

Section 4.05 Compensation

Officers shall not be compensated for their work. However, officers may seek reimbursement for actual costs and mileage incurred during their service.

ARTICLE V. NOTICE

Section 5.01 Manner of Notice

All notices and other communications required under the Governing Documents shall be in writing.

- (a) Notices to Owners may be delivered using the following methods:
- (i) By professional courier service or First-class U.S. mail, postage prepaid, to the address of the Lot or to any other address designated by the Owner in writing to the Association;
 - (ii) By hand to the address of the Lot or to any other address designated by the Owner in writing to the Association;
 - (iii) By posting on the Association website; or
 - (iv) By facsimile, electronic mail, or any other electronic means to an Owner's number or address as designated by the Owner in writing to the Association.

- (b) Notice to the Association may be delivered using the following methods:
- (i) By professional courier service or First-class U.S. mail, postage prepaid, to the principal office of the Association as designated in writing to the Owners; or
 - (ii) By facsimile, electronic mail, or any other electronic means to the Association's official electronic contact as designated in writing to the Owners.
 - (iii) Notices sent via courier or mail shall be deemed received 3 days after being sent. Notices hand delivered or sent via electronic means shall be deemed received upon delivery or being sent.

Section 5.02 Waiver of Notice

Whenever any notice is required under the Governing Documents, the Community Association Act, or the Nonprofit Act, an owner may waive notice in writing. The waiver may be signed before or after the time for notice. A waiver of notice shall be equivalent to notice.

ARTICLE VI. FINANCES

Section 6.01 Fiscal Year

The fiscal year of the Association shall be the calendar year.

Section 6.02 Checks, Agreements, Contracts

All checks, contracts, deeds, leases, and other instruments used for expenditures or obligations may be executed by any person authorized by the Board.

Section 6.03 Availability of Records

Association financial records shall be available as provided by the Community Association Act and Nonprofit Act.

ARTICLE VII. AMENDMENT TO BYLAWS

Section 7.01 Amendments

These Bylaws may be amended by the Board, unless it would result in changing the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution,

redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class. These Bylaws may also be amended by a majority vote of a quorum of the Owners.

Section 7.02 Recording

Any amendment to these Bylaws shall become effective on the date it is recorded in the Salt Lake County Recorder's Office.

ARTICLE VIII. MISCELLANEOUS

Section 8.01 Office

The principal office of the Association shall be located at any place within the State of Utah which may be designated from time to time by the Board.

Section 8.02 Conflicts

The Bylaws are subordinate to any conflicting provisions in the Community Association Act, the Nonprofit Act, the Articles, the Map, or the Declaration. The Bylaws are superior to the rules, regulations, and policies of the Association.

Section 8.03 Severability

If any provision of these Bylaws is held by a court of law to be invalid, the validity of the remainder of these Bylaws shall not be affected.

Section 8.04 Waiver

No provision of these Bylaws shall be deemed to be waived because of a failure to enforce the provision.

Section 8.05 Captions

The captions contained in these Bylaws are for convenience only. The captions shall not be used to interpret, limit, or enlarge the provisions of these Bylaws.

Section 8.06 Gender, etc.

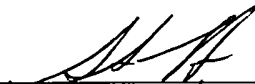
Whenever the context so requires, the singular shall include the plural and vice versa. The use of any gender shall include all genders.

IN WITNESS WHEREOF, the Declarant has caused these Bylaws to be executed by its duly authorized officers.

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DATED: _____.

DECLARANT:
Richmond American Homes of Utah, Inc.


By: Steve Herman
Its: Div. Pres.

STATE OF UTAH)
 :SS.
County of Salt Lake)

On this 23 day of October, 2013, personally appeared before me Steven Herman, who being by me duly sworn, did say that he is the agent of Declarant, authorized to execute this Bylaws.


NOTARY PUBLIC

