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After Recording Return To:
Megan Quilter
500 N. Marketplace Dr., Suite 201
Centerville, UT 84014

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09/08/2014 02:01 PM \$137.00
Book - 10258 Pg - 6069-6109
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MEGAN QUILTER
500 N MARKETPLACE DR STE 201
CENTERVILLE UT 84014
BY: KRP, DEPUTY - WI 41 P.

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS

FOR

DUTCH HILL PHASE 1 PLANNED UNIT DEVELOPMENT

(A COMMUNITY IN SOUTH JORDAN, UTAH)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DUTCH HILL PHASE 1 (this "Declaration") is made on the date evidenced below by Oakwood Homes of Utah, LLC, a Delaware limited liability company (the "Declarant") and the undersigned property owners (the "Owners").

RECITALS

A. The Declarant and the Owners are the owners of that certain real property located in Salt Lake County, Utah, more particularly described on Exhibit A hereto (the "Property").

B. It is the intent of the Declarant and the Owners that any future lot that is developed adjacent to the Property, and all other future phases of "Dutch Hill" that have been conceptually approved by South Jordan City, will be recorded with Declaration of Covenants, Conditions and Restrictions, as an amendment to this Declaration and will be subject to and bound by this Declaration.

C. It is the desire and intention of the Declarant to subdivide and sell the Property and subject the Property to mutually beneficial restrictions under a general plan of improvement for the benefit of all the Property in the subdivision and the future owners of the Property.

D. The Dutch Hill Homeowners Association (the "Association") has been incorporated as a Utah non-profit corporation to act as a homeowners' association with the powers of managing, maintaining the Property, administering and enforcing this Declaration, and assessing and collective for, a prorated share of the costs for maintaining and repairing any and all common areas on the Property and performing such other acts as are provided or set forth in this Declaration or which generally benefit the Property.

E. All owners of lots, their successors, heirs and assigns identified in this Declaration shall have the right to enforce these covenants, conditions and restrictions.

F. Declarant has adopted, imposed and subjected the property hereinafter described to certain covenants, conditions and restrictions (collectively, the "Covenants") for the purpose of:

- (1) Helping to insure uniformity in the development of the Lots;
- (2) Creating certain covenants and use restrictions to help protect long term property values and a desired quality of life;
- (3) To facilitate the sale by the Declarant, its successors and assigns, and by individual Owners of the land in the Community by reason of its ability to help assure such purchasers of uniformity and basic restrictions intending to preserve property values over time; and
- (4) To maintain the common areas located on the Property in accordance with South Jordan City standards.

NOW, THEREFORE, the Declarant does hereby establish and impose upon the Property (as hereinafter defined), the Covenants for the benefit of, and to be observed and enforced by, the Declarant, its successors and assigns as well as by all purchasers of Lots, to wit:

ARTICLE 1 DEFINITIONS

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

1.1 **"Act"** means the Utah Community Association Act set forth in Utah Code Ann. §57-8a-101 et seq.

1.2 **"Association"** means the Dutch Hill Homeowners Association, which shall be governed by its Articles of Incorporation, Bylaws, and this Declaration. A copy of the Association's Bylaws is attached hereto.

1.3 **"Builder"** means any person or entity, if any, other than the Declarant, which shall, in the ordinary course of such person's business, construct a dwelling on a Lot and sell or lease it to another person to occupy as such person's residence.

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

1.5 **"Declarant"** means Oakwood Homes of Utah, LLC, a Delaware limited liability company, and any successor or assign thereof to whom it shall expressly (a) convey or otherwise transfer, in writing, all of its right, title and interest in the Property in its entirety, without reservation of any kind; or (b) transfer, set over and assign all of its right, title and interest under this Declaration, or any amendment or modification thereof.

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

1.7 **"Lot"** or **"Lots"** means a subdivided parcel, lot or plot of ground within the Property and as designated on the plat map.

1.8 **"Owner"** means the person or persons who are vested with record title and owning any Lot (including the holder of a vendee's interest under a land sale contract, unless otherwise stated in the contract) whose interest in the Lot is held in fee simple according to the records of the County Recorder of Salt Lake County, Utah.

1.9 **"Plat Map"** means the plat map entitled, "Dutch Hill" to be recorded among the Recorder's Office of Salt Lake County, Utah, and any plats recorded among the Recorder's Office in substitution thereof or amendment thereof, plus any amendment annexing Additional Property as provided in Article 2 below.

1.10 ***“Property”*** means all of the real property described in attached Exhibit A.

1.11 ***“Single Family Lot”*** means those Lots upon which there are constructed a single-family residence.

1.12 ***“Single Family Residence”*** shall mean a building, house, or dwelling unit used as a residence for a Single Family, including any appurtenant garage or similar out-building.

1.13 ***“Single Family”*** shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not related, together with their domestic servants, who maintain a common household in a dwelling.

ARTICLE 2 PROPERTY SUBJECT TO THIS DECLARATION

2.1 Submitted Property.

(a) 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, also known as the ***“Community”***, and is described on Exhibit A attached hereto, all of which real property is also referred to herein as the ***“Property”***.

(b) Declarant declares that all of the Property shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration. The easements, covenants, conditions and restrictions 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.

(c) The project may be expanded to include Additional Property by recording a Declaration of Annexation against such Additional Property stating that it shall be subject to, and governed by, the terms and provisions of this Declaration.

ARTICLE 3 PROPERTY RIGHTS IN LOTS

3.1 **Use and Occupancy.** Each Lot shall be bound by, and the Owner shall comply with, the restrictions contained in this Declaration for the mutual benefit of the Owners.

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

3.3 **Restrictions on Lot Division.** All Owners are prohibited from further sub in this Declaration for the mutual benefit of dividing any and all Lots subject to this Declaration.

3.4 **Easements Shown on the Plat Map.** Lots shall be subject to the easements shown on the Plat.

**ARTICLE 4
ENCROACHMENTS**

4.1 No Encroachment. No Lot shall encroach upon an adjoining Lot. If, however, an encroachment occurs due to the settlement or shifting of a structure or any other reason whatsoever beyond the control of any Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, for the benefit of the Owner, its heirs, personal representatives and assigns, to provide for the encroachment and non disturbance of the Structure. Such easement shall remain in full force and effect so long as the encroachment shall continue.

4.2 Conveyance Subject to Easement. The conveyance or other disposition of a Lot shall be deemed to include and convey, or be subject to, any easements arising under the provisions of this Article without specific or particular references to such easement

4.3 Liability. Nothing in this section shall relieve an Owner of liability in the case of the Owner's willful misconduct or failure to adhere to the Plat Map.

**ARTICLE 5
ARCHITECTURAL CONTROL PROVISIONS**

5.1 Land Use and Building Type. Each Lot shall be used exclusively for the construction and occupancy of a Single Family Residence to be occupied by a single family. Except as may be specifically provided in this Declaration, no building shall be erected, altered, placed or permitted to remain on any Lot other than (1) one Single Family Residence or dwelling.

5.2 Improvements.

(a) Completion of Improvements. Construction of all Improvements, including painting and all exterior finish, shall be completed within twelve (12) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, the periods specified in this section may be extended for a reasonable length of time. The building areas shall be kept reasonably clean and in workmanlike order during the construction period. All construction activities shall conform to city ordinances and/or regulations.

(b) Landscaping of the Lot. The area within the front of a home or residence shall be kept only for ornamental or decorative planting of grass, trees, shrubbery or rock landscaping materials. All front and side yards must be landscaped within six (6) months, and all rear and back yards of a Lot must be landscaped within twelve (12) months after an occupancy permit for the home or residence is obtained.

(c) Fencing. Chain link fencing is prohibited and all fencing materials and colors must be approved by the Architectural Control Committee. No fences shall be allowed in the front yards or the front setback area.

(d) No Temporary or Prefab Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained within the Property, with the exception of those temporary structures permitted pursuant to Section 5.4 below. No prefabricated housing may be installed or maintained within the Property.

(e) Mailboxes. Mailbox will meet the guidelines set by your postmaster.

5.3 Temporary Structures.

(a) Subject to Sections 5.3(b) and 5.3(c) below, no structure of a temporary character, trailer, recreational vehicle, tent, shack, garage, barn or other outbuilding shall be used on or within the Property at any time as a residence, either temporarily or permanently.

(b) A single detached garage which is approved by the city and maintained in good condition will be permitted on the Property so long as its form and exterior appearance matches the existing homes and buildings.

(c) Declarant may place or erect temporary or portable structures to be used for the purpose of establishing a sales office within the Property. Furthermore, Builders may place temporary sheds for storage in connection with construction, so long as such sheds are maintained in a good condition and removed no later than the date of completion of construction.

5.4 Architectural Control Committee.

(a) There shall be an Architectural Control Committee (the "ACC") until such time as all of the Lots have residences constructed thereon. The ACC shall be the Declarant at the following address: 500 N. Market Place Drive, Suite 201, Centerville, UT 84014.

(b) No plan may be submitted to the City until such plans have been approved by the ACC, and such approval shall be in the sole discretion of the ACC.

(c) The ACC shall approve or deny the plans within ten (10) business days of submittal. Failure of the ACC to approve or deny the plans within such time period shall not constitute an approval unless the requesting owner sends an additional request for approval via certified mail to the ACC; if no response is received within seven (7) business days from the date of the signature on the certified mail receipt, approval shall be deemed to be granted.

(d) The ACC shall have the right, but not the duty, to enforce the terms of this Declaration by any legal means and shall be entitled to recover its costs and attorney fees from the other party in any such enforcement action by the ACC, whether or not a judicial proceeding is instituted.

5.5 Common Areas. The community may include common areas. All maintenance of common areas and accompanying landscaping and sidewalks shall be carried out as needed by the Association in perpetuity and shall be paid for by the Association through the means of collection of association fees. Such maintenance shall include all items, as needed to maintain the common areas and landscaping and sidewalks in their original condition and in accordance

with South Jordan City standards. No alteration to the common areas or sidewalks is allowed without the prior written consent of the Declarant or the Association. In due time, Declarant will deed all common areas to the Association and/or dedicate the same to South Jordan City if so required by South Jordan City.

5.6 Assessments. Membership dues and assessments shall be collected from each Owner on a monthly basis. The monthly assessment amount shall be fixed or modified by the Association on an annual calendar year basis. The assessments shall be used by the Association to maintain and preserve the common areas.

5.7 Rights and Powers of the Association. The Association shall have all of the rights, duties, authority and powers set forth in the Act, including, without limitation, the authority to levy and collect assessments. As set forth in Section 57-8a-301 of the Act, the Association shall have a lien against each lot in the Community, as the same may be expanded, to collect assessments and all other fees and charges set forth in the Act. Pursuant to Sections 57-1-20 and 57-8a-402 of the Utah Code, the Declarant hereby conveys and warrants to Paxton R. Guymon, Esq., an attorney licensed to practice law in the State of Utah, as trustee, with power of sale, all of the Lots and improvements to the Lots for the purpose of securing payment of assessments to the Association.

ARTICLE 6 RESTRICTIONS ON USE

6.1 Restrictions and Requirements. The following restrictions and requirements are in addition to all other restrictions and requirements contained in this Declaration:

(a) Residential Use. Lots shall be used for residential purposes in accordance with, and subject to, the other provisions of this Declaration. Except as provided in this subsection, no trade, craft, business, profession, commercial or similar activities of any kind shall be conducted on or within any Lot or in any other portion of the Community. Nothing in this Section shall be construed so as to prevent or prohibit:

(i) Activities relating to the rental or sale of Lots;

(ii) An Owner from maintaining his or her professional personal library; keeping his or her personal business or professional records; handling his or her personal business or professional telephone calls; or conferring with business associates or customers so long as there is no significant increase in traffic or noise on or in such Owner's Lot; or

(iii) The right of Declarant, its successors and assigns or any contractor or homebuilder to construct a unit on any Lot and to store construction materials and equipment on such Lots in the normal course of construction.

(b) Restrictions on Single Family Residences/Lots.

(i) Restrictions on Lots 101 – 103. The dwelling height restriction of any single family residence constructed on lots 101, 102 and 103 shall not exceed Thirty feet (30 feet) from grade to the highest part of the roof.

(ii) Restrictions on Lots 107 – 112 and 202 - 204. Upon completion of construction of the foregoing lots, the ratio of two-story homes to rambler style or single-story ranches will be no greater than Fifty percent (50%). For example, no more than Four (4) two-story homes will be permitted on the aforementioned lots. Rambler-style homes are encouraged.

(c) Drainage System. There shall be no interference with the established drainage patterns or systems over or through any Lots so as to affect any other Lot or any real property outside the Property. The term “established drainage” shall mean the drainage swales, conduits, inlets and outlets designed and constructed for the Property.

(d) Offensive Activities. No noxious, offensive or unsightly conditions, including, but not limited to, the placement or storage of cars, car parts and appliances, or other noxious or offensive activities shall be permitted on or in any Lot or other portion of the Property, nor shall anything be done in or placed upon or within any Lot which interferes with or jeopardizes the enjoyment of other Lots or which is a source of unreasonable annoyance to other Owners.

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

(f) Animals.

(i) The keeping of any animal by a Lot Owner shall be in compliance with any Salt Lake County or South Jordan City ordinances.

(ii) Those animals which are permitted shall not cause any noise or disturbance that would be deemed a nuisance to other Owners or residents within the Property. Any inconvenience, damage or unpleasantness caused by such animals shall be the responsibility of the respective Owners thereof and Owners shall be responsible for removal of wastes of their animals from all portions of the Property.

(g) Rubbish and Trash. No part of the Property may be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash, or other waste may be kept or maintained on any part of the Property except in a sanitary container or within a trash enclosure screened from public view. All such waste and garbage must be promptly and periodically removed.

(h) Vehicles in Disrepair. No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any part of the Property unless such vehicle is within a garage. A vehicle shall be deemed in an “extreme state of disrepair” when its presence offends the occupants of the other Lots.

(i) Noise Disturbance. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, or amplifiers and may not disturb other residents.

**ARTICLE 7
DECLARANT RIGHTS AND CONTROL**

7.1 Other Rights. In addition to any other rights under this Declaration, Declarant:

(a) Sales Office and Model. Shall have the right to maintain sales offices and models 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 offices and models during reasonable hours any day of the week. Furthermore, Declarant shall have the right to assign such rights to Builders within the Property.

(b) For Sale Signs. May maintain a reasonable number of "For Sale" signs, the size of which may be determined by Declarant and shall comply with all city ordinances. Declarant may assign such rights to Builders within the Property.

(c) Right to Add Property. Declarant reserves the right to unilaterally annex additional property to the Property in its sole discretion.

7.2 Easements Reserved to Declarant.

(a) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Property 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, is hereby expressly granted.

(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 Community in, over, through, upon and across any * and all of the roads, streets, avenues, and alleys and in, over, through, upon and across each and every Lot in any easement area set forth in this Declaration or shown on the Plat Map.

(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 storm water management reservation, to public use all as shown on the Plat Map.

**ARTICLE 8
OWNER MAINTENANCE OBLIGATIONS**

8.1 Lots / Declarant Improvements. Maintenance of the Lots and all structures, landscaping and all other Improvements thereon shall be the sole responsibility of the Owner thereof who shall maintain such Lot in accordance with this Declaration. The maintenance of all improvements constructed by Declarant, including walls, entry monuments and other similar

structures shall be the sole responsibility of the Owner of the Lot upon which such Improvement has been erected.

8.2 Parkstrips. Maintenance of the parkstrips, landscaping and all other Improvements thereon shall be the sole responsibility of the Owner thereof who shall maintain such parkstrip in accordance with this Declaration. The Declarant and/or Association shall responsible for maintenance of sidewalks as further set forth in Section 5.5 above.

ARTICLE 9 COMPLIANCE AND ENFORCEMENT

9.1 Compliance. Each Owner, tenant or occupant of a Lot shall comply with the provisions of this Declaration. Failure to comply therewith shall be grounds for an action or suit maintainable by an aggrieved Owner. An Owner seeking to enforce the provisions of this Declaration shall be entitled to his or her costs and attorney fees in any action in which the Owner prevails.

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

9.3 City Requirement. South Jordan City shall have the right, but not the duty, to require, and if necessary, perform, at the Association's expense, landscaping, maintenance, and snow removal within the common areas if the Association fails adequately to perform such. In the event South Jordan City exercises this right, the City shall be entitled to recover any associated costs and attorney fees. In addition, the owners within this project, by virtue of purchasing a dwelling unit within this development, give South Jordan City the right, but not the duty to form, under State statutes, a Special Service District (SSD) for the purpose of ongoing maintenance or a Special Improvement District (SID) for the purpose of making needed improvements within the project. The City may take this action when either asked to take over improvements or maintenance tasks by the Home Owners Association, or by an owner. The City Council may also take one or both of these actions when it determines the need based on a historical pattern of a lack of care and maintenance. The Governing Body of any such district formed, as stated in this paragraph, shall consist of the South Jordan City Mayor, City Council and the Home Owners Association President of the project. This section shall not be amended or deleted without the approval of the City of South Jordan.

ARTICLE 10 INSURANCE

10.1 Hazard Insurance on Improved Dwelling Lot Property Lots. Each Owner of an improved Lot shall at all times maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance, in an amount equal to and not less than one hundred percent (100%) of the current replacement value of the Improvements on such Lot.

10.2 Obligation of Dwelling Lot Property 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 plans and specifications for such Improvements originally approved by the Declarant.

ARTICLE 11 AMENDMENT AND DURATION

11.1 Amendments.

(a) **Approval Required.** So long as Declarant owns any lot in the Community, Declarant shall have the right to amend this Declaration without the consent of any other Owner. Thereafter, this Declaration may be amended if such amendment is approved by two-thirds (2/3) of all of the Owners.

(b) **Additional Approval Requirements.** No amendment may create, limit or diminish any special Declarant rights, change the boundary of any Lot or uses to which any Lot is restricted unless the Owners of the affected Lots unanimously consent to the amendment.

(c) **Execution and Recordation.** An amendment shall not be effective until the amendment is certified and recorded in the Recorder's Office of Davis County, Utah.

11.2 **Duration.** This Declaration perpetually shall run with the land and shall be and remain in full force and effect at all times with respect to all property included within the Property and the Owners thereof for an initial period of thirty (30) years commencing with the date on which this Declaration is recorded. Thereafter, this Declaration shall continue to run with the land and be and remain in full force and effect at all times with respect to all property within the Property and the Owners thereof for successive additional period of ten (10) years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice, consent or other action whatsoever.

ARTICLE 12 MISCELLANEOUS PROVISIONS

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

12.2 **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, 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.

12.3 Non-waiver. Failure by Declarant or 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.

12.4 Waiver, Precedent and Estoppel. No restriction, condition, obligation or provision contained in this Declaration or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Declarant 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 Declarant or Owner as to any similar matter.

IN WITNESS WHEREOF, _____ has executed, delivered and recorded this Declaration as of the date and year first above written.

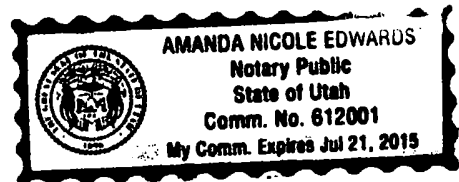
Oakwood Homes of Utah, LLC
a Delaware limited liability company

By: _____
Name: James Deolin
Title: VP of Land

STATE OF UTAH)
 : ss.
County of Davis)

On this 2 day of September 2014, personally appeared before me James Deolin, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he is an officer of Oakwood Homes of Utah, LLC and that said document was signed on behalf of said company by the appropriate authority.

Amanda Edwards
NOTARY PUBLIC



Jared P Neeley

By: Jared P Neeley
Name: Jared P Neeley
Title: Owner

STATE OF UTAH)

County of SALT LAKE)
: SS.

On this 13 day of MAY 2014, personally appeared before me JARED NEELEY, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).



[Signature]
NOTARY PUBLIC

Aubrey M.B. Neeley

By: _____
Name: _____
Title: _____

STATE OF UTAH)

County of _____)
: SS.

On this _____ day of _____ 2014, personally appeared before me _____, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

NOTARY PUBLIC

Jared P Neeley

By: _____

Name: _____

Title: _____

STATE OF UTAH)

: ss.

County of _____)

On this _____ day of _____ 2014, personally appeared before me _____, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

NOTARY PUBLIC

Aubrey M.B. Neeley

By: Aubrey M.B. Neeley

Name: Aubrey M.B. Neeley

Title: home owner

STATE OF UTAH)

: ss.

County of Salt Lake)

On this 13th day of May 2014, personally appeared before me Aubrey M.B. Neeley, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).



Kristina L. Kirkham
NOTARY PUBLIC

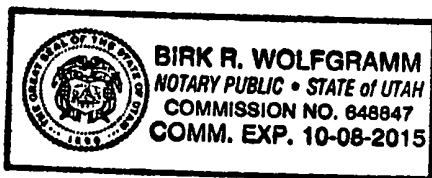
Melanie D. DeJulis

By: Melanie D DeJulis
Name: _____
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this 30 day of April 2014, personally appeared before me Melanie D. DeJulis, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

Birk R. Wolfgramm
NOTARY PUBLIC



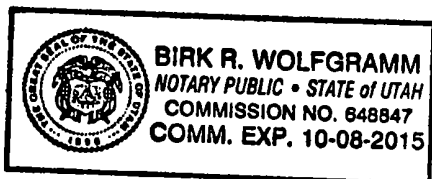
Robert R. DeJulis

By: Robert R DeJulis
Name: _____
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this 30 day of April 2014, personally appeared before me Robert R. DeJulis, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

Birk R. Wolfgramm
NOTARY PUBLIC



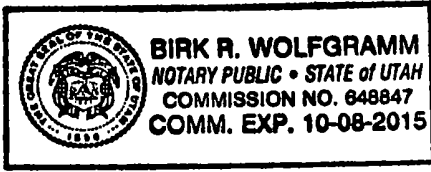
Jonathan Brown

By: _____
Name: _____
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this 30 day of April 2014, personally appeared before me Jonathan Brown, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

Birk R. Wolfgramm
NOTARY PUBLIC



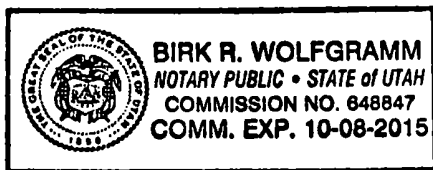
Amy Brown

By: _____
Name: _____
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this 30 day of April 2014, personally appeared before me Amy Brown, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

Birk R. Wolfgramm
NOTARY PUBLIC



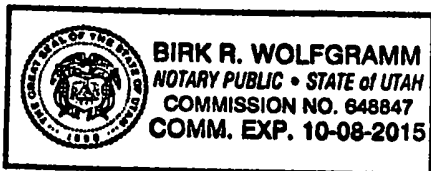
Randy Hieb

By: Randy R Hieb
Name: _____
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this 30 day of April 2014, personally appeared before me Randy Hieb, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

Birk R. Wolfgramm
NOTARY PUBLIC



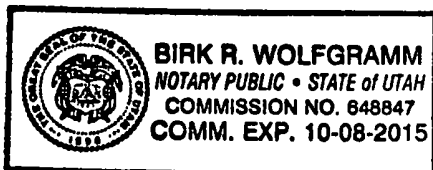
Maylene Hieb

By: Maylene Hieb
Name: _____
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this 30 day of April 2014, personally appeared before me Maylene Hieb, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

Birk R. Wolfgramm
NOTARY PUBLIC



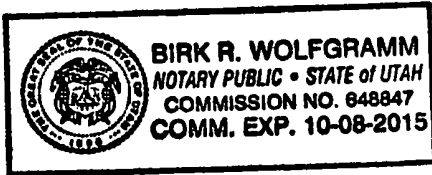
Sharon Liu

By: Sharon Liu by Yanhong Zhang her
Name: attorney in fact
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this 30 day of April 2014, personally appeared before me Sharon Liu, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

Birk R. Wolfgramm
NOTARY PUBLIC



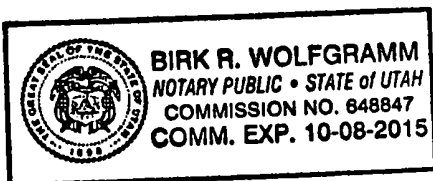
Yanhong Zang

By: Yanhong Zhang
Name: _____
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this 30 day of April 2014, personally appeared before me Yanhong Zhang, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

Birk R. Wolfgramm
NOTARY PUBLIC



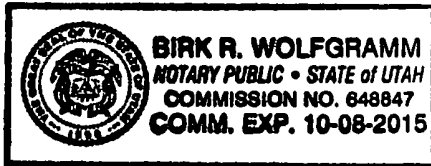
Robert Berrett

By: [Signature]
Name: _____
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this 30 day of April 2014, personally appeared before me Robert Berrett, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

[Signature]
NOTARY PUBLIC



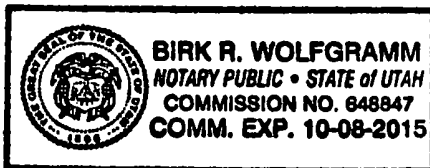
Estella Berrett

By: [Signature]
Name: _____
Title: _____

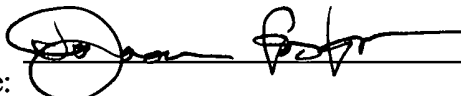
STATE OF UTAH)
: ss.
County of Davis)

On this 30 day of April 2014, personally appeared before me Estella Berrett, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

[Signature]
NOTARY PUBLIC



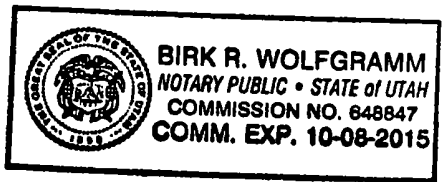
Jason Foster

By: 
Name: _____
Title: _____

STATE OF UTAH)
 : ss.
County of Davis)

On this 30 day of April 2014, personally appeared before me Jason Foster, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).


NOTARY PUBLIC



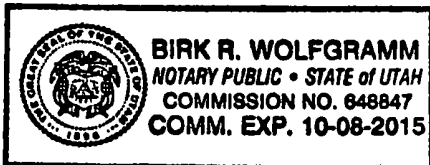
Wayne McGinnis

By: W. McGinnis
Name: _____
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this 30 day of April 2014, personally appeared before me Wayne McGinnis, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

Birk R. Wolfgramm
NOTARY PUBLIC



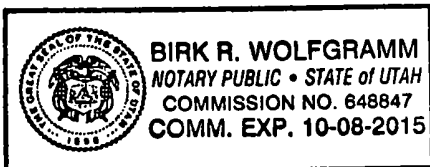
Cynthia McGinnis

By: Cynthia McGinnis
Name: _____
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this 30 day of April 2014, personally appeared before me Cynthia McGinnis, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

Birk R. Wolfgramm
NOTARY PUBLIC



Michael Butcher

By: Michael Butcher
Name: _____
Title: _____

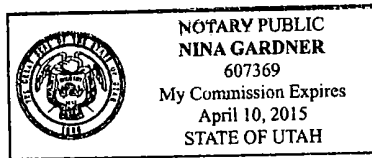
STATE OF UTAH)

: ss.

County of ~~Davis~~ Salt Lake

On this 1 day of Aug 2014, personally appeared before me Michael Butcher, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

Nina Gardner
NOTARY PUBLIC



Arlene Butcher

By: Arlene Butcher
Name: _____
Title: _____

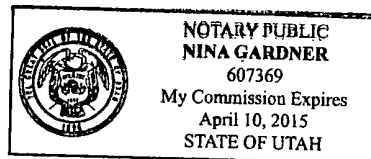
STATE OF UTAH)

: ss.

County of ~~Davis~~ Salt Lake

On this 1 day of Aug 2014, personally appeared before me Arlene Butcher, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

Nina Gardner
NOTARY PUBLIC



Preston F. Olsen

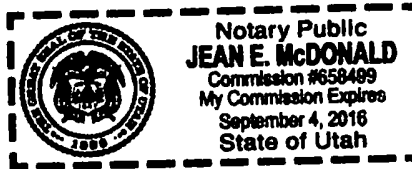
By: Preston F Olsen
Name: Preston F Olsen
Title: N/A

STATE OF UTAH)

: ss. Salt Lake
County of ~~Davis~~

On this 27th day of May 2014, personally appeared before me Preston F Olsen, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

Jean E McDonald
NOTARY PUBLIC



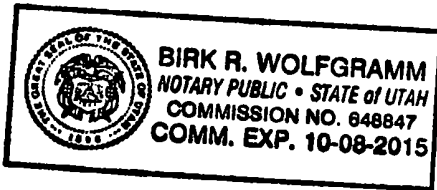
Brandon B. Park

By: [Signature]
Name: _____
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this 30 day of April 2014, personally appeared before me Brandon B. Park, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

[Signature]
NOTARY PUBLIC



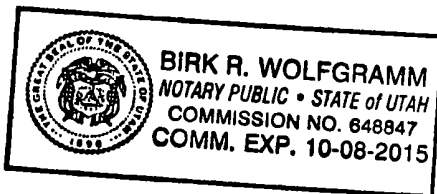
Kristin E. Park

By: Kristin E Park
Name: _____
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this 30 day of April 2014, personally appeared before me Kristin E. Park, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

[Signature]
NOTARY PUBLIC

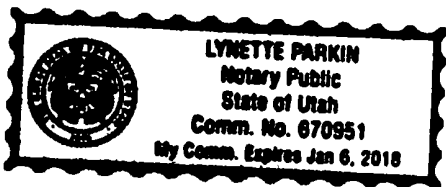


Faisal S. Ansari Faisal Ansari

By: _____
Name: _____
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this 29 day of April 2014, personally appeared before me Faisal Ansari, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

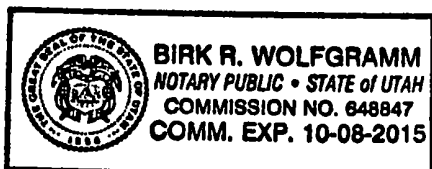


Lynette Parkin
NOTARY PUBLIC

Mewish Javeed [Signature]
By: _____
Name: _____
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this 30 day of April 2014, personally appeared before me Mewish Javeed, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).



Birk R. Wolfgramm
NOTARY PUBLIC

Erik Simper

By: [Signature]

Name: Erik Simper

Title: Owner

STATE OF UTAH)

: ss.

County of ~~Davis~~ Salt Lake

On this 20th day of June 2014, personally appeared before me Erik Simper, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

[Signature]
NOTARY PUBLIC



Amanda Simper

By: _____

Name: _____

Title: _____

STATE OF UTAH)

: ss.

County of Davis)

Erik Simper

By: _____
Name: _____
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this _____ day of _____ 2014, personally appeared before me _____, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

NOTARY PUBLIC

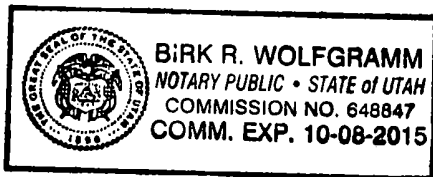
Amanda Simper

By: *Amanda Simper*
Name: _____
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this 30 day of April 2014, personally appeared before me Amanda Simper, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

Birk R. Wolfgramm
NOTARY PUBLIC



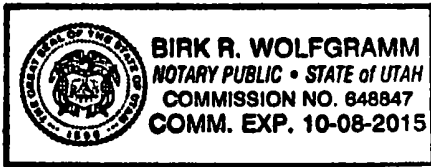
Kyle O. Anderson

By: *Kyle O. Anderson*
Name: _____
Title: _____

STATE OF UTAH)
 : ss.
County of Davis)

On this 30 day of April 2014, personally appeared before me Kyle O. Anderson, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

Birk R. Wolfgramm
NOTARY PUBLIC



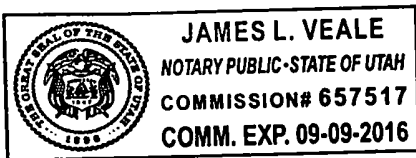
Clayton Hansen

By: Clayton R Hansen
Name: CLAYTON HANSEN
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this 1 day of May 2014, personally appeared before me CLAYTON R. HANSEN, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

[Signature]
NOTARY PUBLIC



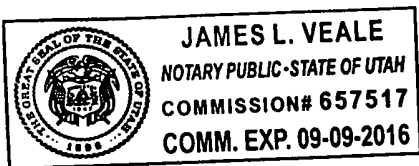
Jennifer Hansen

By: Jennifer Hansen
Name: Jennifer Hansen
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this 1 day of May 2014, personally appeared before me JENNIFER HANSEN, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

[Signature]
NOTARY PUBLIC



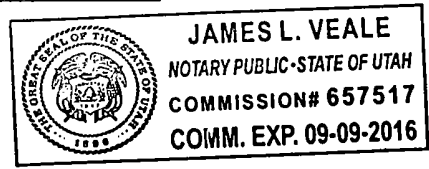
John R. Griffith

By: John R. Griffith
Name: _____
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this 26 day of Aug 2014, personally appeared before me John R. Griffith, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

[Signature]
NOTARY PUBLIC



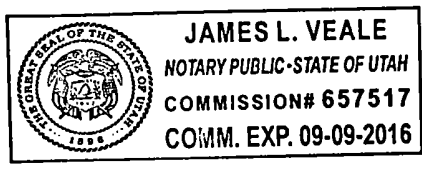
Stephanie L. Griffith

By: Stephanie L. Griffith
Name: _____
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this 24 day of Aug 2014, personally appeared before me Stephanie L. Griffith, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

[Signature]
NOTARY PUBLIC



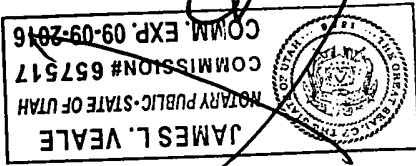
Jacob Kresser

By: [Signature]
Name: _____
Title: _____

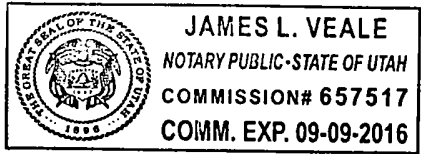
STATE OF UTAH)
: ss.
County of Davis)

On this 19 day of Aug 2014, personally appeared before me Jacob Kresser, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

[Signature]
NOTARY PUBLIC



[Signature]
Carrie Kresser

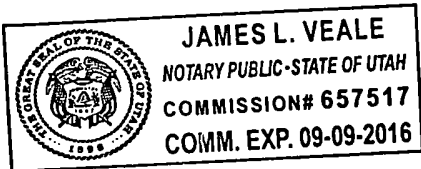


By: _____
Name: _____
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this 19 day of Aug 2014, personally appeared before me Carrie Kresser, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

[Signature]
NOTARY PUBLIC

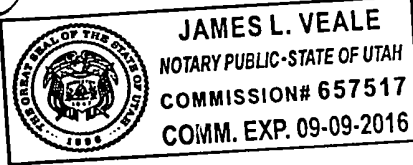


Van E Mosley

By: *Van E Mosley*
Name: _____
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this 18 day of Aug 2014, personally appeared before me Van E. Mosley, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

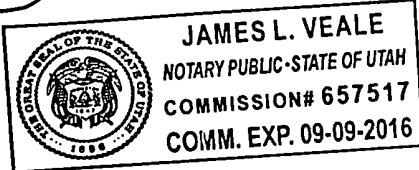
James L. Veale
NOTARY PUBLIC


Michelle Mosley

By: *Michelle Mosley*
Name: _____
Title: _____

STATE OF UTAH)
: ss.
County of Davis)

On this 18 day of Aug 2014, personally appeared before me Michelle Mosley, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).

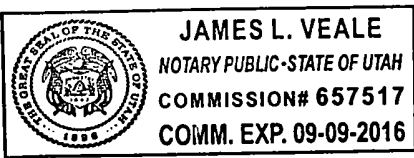
James L. Veale
NOTARY PUBLIC


Adam C Ryan

By: [Signature]
Name: _____
Title: _____

STATE OF UTAH)
 : ss.
County of Davis)

On this 19 day of Aug. 2014, personally appeared before me Adam C. Ryan, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence).



[Signature]
NOTARY PUBLIC

EXHIBIT A

Legal Description of the Property

LEGAL DESCRIPTION OF PHASE 1:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, AND THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SOUTH JORDAN, SALT LAKE COUNTY, UTAH. COMPRISING OF SEVEN (7) RECORD PARCELS KNOWN AS FOLLOWS: 1) TAX ID NO. 27-02-351-030, 2) TAX ID NO. 27-02-351-025, 3) TAX ID NO. 87-75-405 4) TAX ID NO. 27-02-376-012, 5) TAX ID NO. 27-11-103-013, 6) TAX ID NO. 27-11-103-014, 7) TAX ID NO. 27-11-103-015, ALL ON RECORD AT THE SALT LAKE COUNTY RECORDERS OFFICE AND THREE (3) PROPOSED PARCELS FROM PORTIONS OF LOTS 9-11 OF MEADOW LANE SUBDIVISION FOR THE EXPANSION OF FOUR B LANE TO 40-FOOT WIDE RIGHT-OF-WAY AS SHOWN IN THAT CERTAIN BOUNDARY SURVEY PERFORMED BY BENCHMARK ENGINEERING & LAND SURVEYING. BASIS OF BEARING BEING THE WEST LINE OF SAID SOUTHWEST QUARTER MEASURING NORTH 00°01'25" EAST 2654.10 FEET, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°43'26" EAST 33.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 2, AND RUNNING THENCE NORTH 89°43'26" EAST 562.32 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF MEADOW LANE SUBDIVISION TO A POINT OF CURVATURE OF A 80.00-FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY 25.96 FEET ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°35'22" (CENTER BEARS NORTH 02°22'26" WEST) TO A POINT OF TANGENCY; THENCE NORTH 69°02'12" EAST 20.12 FEET TO A POINT OF CURVATURE OF A 120.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY 40.06 FEET ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19°07'35" (CENTER BEARS SOUTH 20°57'48" EAST 120.00 FEET); THENCE SOUTH 00°01'25" WEST 3.36 FEET; THENCE NORTH 89°42'45" EAST 197.69 FEET; THENCE NORTH 00°01'25" EAST 286.37 FEET; THENCE SOUTH 82°49'19" EAST 10.08 FEET; THENCE NORTH 00°01'25" EAST 291.27 FEET; THENCE EAST 37.57 FEET; THENCE NORTH 0.30 FEET; THENCE NORTH 89°54'33" EAST 196.02 FEET TO AND ALONG THE SOUTHERLY BOUNDARY LINE OF RENAISSANCE AT TRIMBLE CREEK AMENDED SUBDIVISION; THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID SUBDIVISION: 1) SOUTH 89°53'18" EAST 203.69 FEET; 2) SOUTH 00°00'57" EAST 99.13 FEET; 3) SOUTH 00°09'09" EAST 88.72 FEET; 4) NORTH 89°50'36" EAST 14.08 FEET; THENCE SOUTH 132.65 FEET; THENCE EAST 12.21 FEET; THENCE SOUTH 111.00 FEET; THENCE EAST 20.39 FEET; THENCE SOUTH 178.64 FEET; THENCE SOUTH 89°42'51" WEST 272.74 FEET; THENCE SOUTH 89°42'51" WEST 427.17 FEET; THENCE SOUTH 72°36'03" WEST 31.03 FEET; THENCE SOUTH 54°16'51" WEST 18.73 FEET; THENCE SOUTH 89°43'24" WEST 592.88 FEET; THENCE NORTH 00°03'45" WEST 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 317,319 SQUARE FEET
 7.285 ACRES, MORE OR LESS
 25 LOTS

EXHIBIT B

Bylaw of the Association

**BYLAWS
OF
DUTCH HILL HOMEOWNERS ASSOCIATION**

ARTICLE 1 - OFFICES

Section 1.1. Business Offices. The principal office of the Association shall be located at any place either within or outside the State of Utah, as designated in the Association's Articles of Incorporation or the Association's most recent annual report on file with the Division of Corporations and Commercial Code providing such information. The Association may have such other offices, either within or outside the State of Utah as the Board of Directors may designate or as the business of the Association may require from time to time.

Section 1.2. Registered Office. The registered office of the Association required by the Utah Revised Non-Profit Corporation Act, Utah Code Ann. 16-6a-101 et seq., as amended (the "**Act**") shall be located within the State of Utah. The address of the registered office may be changed from time to time.

Section 1.3. Non-Profit Corporation. The Association is a non-profit corporation governed by the provisions of the Act.

ARTICLE 2 - MEMBERS

Section 2.1. Annual Member Meeting. The annual meeting of the members shall be held on such day and at such time as shall be fixed by the Board of Directors, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting is a legal holiday in the State of Utah, the meeting shall be held on the next succeeding business day.

Section 2.2. Special Member Meetings. Special meetings of the members may be called, for any purposes described in the notice of the meeting, by the president, or by the Board of Directors, and shall be called by the president at the request of the holders of not less than half of all outstanding votes of the Association entitled to be cast on any issue at the meeting.

Section 2.3. Place of Member Meeting. The Board of Directors may designate any place, either within or outside the State of Utah, as the place for any annual meeting of the members and for any special meeting of the members called by the Board of Directors. The president of the Association or any group of members of the Association may designate any place, within or outside the State of Utah, as the place for any special meeting of the members called by the president or the group of members. If no designation is made by the Board of Directors, the president, or the group of members, as the case may be, the place of the meeting shall be the principal office of the Association.

Section 2.4. Notice of Member Meeting.

(a) **Required Notice.** Written notice stating the place, day, and hour of any annual or special member meeting shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the Board of Directors, the president, or other persons calling the meeting, to each member of record entitled to vote at such meeting, and to any other member entitled by the Act or the Association's Articles of Incorporation to receive notice of the meeting. Notice shall be deemed to be effective when mailed.

(b) **Adjourned Meeting.** If any member meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, or place, if the new date, time, or place is announced at the meeting before adjournment. However, if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date for the adjourned meeting is or must be fixed (see Section 2.5 of these

Bylaws), then notice must be given pursuant to the requirements of paragraph (a) of this Section 2.4 to members of record who are entitled to vote at the meeting.

(c) Waiver of Notice. Any member may waive notice of a meeting (or any notice required by the Act, the Association's Articles of Incorporation, or these Bylaws), by a writing signed by the member, which is delivered to the Association (either before or after the date and time stated in the notice as the date or time when any action will occur or has occurred) for inclusion in the minutes or filing with the Association's records.

A member's attendance at a meeting:

(1) Waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting;

(2) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

(d) Contents of Notice. Notice of any special meeting of the members shall include a description of the purpose or purposes for which the meeting is called. Except as provided in this Section 2.4(d), in the Articles of Incorporation, or in the Act, notice of an annual meeting of the members need not include a description of the purpose or purposes for which the meeting is called.

Section 2.5. Fixing of Record Date. For the purpose of determining members of any voting group entitled to notice of or to vote at any meeting of members, or members entitled to take action without a meeting or to demand a special meeting, or members entitled to receive payment of any distribution or dividend, or in order to make a determination of members for any other proper purpose, the Board of Directors may fix in advance a date as the record date. Such record date shall not be more than seventy days prior to the date on which the particular action, requiring such determination of members, is to be taken. If no record date is so fixed by the Board of Directors, the record date shall be at the close of business:

(a) With respect to an annual meeting of the members or any special meeting of the members called by the Board of Directors or any person or group specifically authorized by these Bylaws to call a meeting of the members, as of the close of business on the day before the first notice is delivered to members;

(b) with respect to a special member meeting demanded by the members, on (i) the earliest date of any of the demands pursuant to which the meeting is called, or (ii) the date that is sixty (60) days prior to the date the first of the written demands is received by the Association, whichever is later; and

(c) with respect to actions taken in writing without a meeting, on the date the first member delivers to the Association a signed written consent upon which the action is taken.

When a determination of members entitled to vote at any meeting of members has been made as provided in this Section, such determination shall apply to any adjournment thereof unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

Section 2.6. Member Quorum and Voting Requirements. A quorum shall be constituted and defined as the presence of any Member at a duly called meeting in person or proxy. If a quorum exists, action on a matter by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, a Bylaw adopted by the members pursuant to the Act, or the Act require a greater number of affirmative votes.

Section 2.8. Proxies. At all meetings of members, a member may vote in person or by a proxy executed in any lawful manner. Such proxy shall be filed with the Association before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy.

Section 2.9. Voting of Members. Unless otherwise provided in the Articles of Incorporation or the Declaration of CC&Rs recorded for this project (the "Declaration"), each member shall be entitled to one (1) vote.

Section 2.10. Voting for Directors. Except as set forth in the Articles of Incorporation, at each election of directors, each member entitled to vote at such election shall be entitled to one vote for each of the directors to be elected.

ARTICLE 3 – BOARD OF DIRECTORS

Section 3.1. General Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association managed under, the direction of the Board of Directors, subject to any limitation set forth in the Articles of Incorporation or in any agreement authorized by the Act.

Section 3.2. Number, Tenure, and Qualifications of Directors. At all times when there are three (3) or less members, the number of directors of the Association shall be not less than the number of members of the Association. The number of directors of the Association shall not be less than one (1) nor more than five (5). The number of directors may be fixed or changed within the range by the members or the Board of Directors, subject to any limitations set forth in the Articles of Incorporation, but no decrease shall shorten the term of any incumbent director.

Each director shall hold office until the next annual meeting of members or until removed. However, if a director's term expires, the director shall continue to serve until the director's successor shall have been elected and qualified, or until there is a decrease in the number of directors.

Section 3.3. Regular Meetings of the Board of Directors. A regular meeting of the Board of Directors shall be held without other notice than provided by this Section 3.3 immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

Section 3.4. Special Meetings of the Board of Directors. Special meetings of the Board of Directors may be called by or at the request of the president or any one director, who may fix any place within the county where the Association has its principal office as the place for holding the meeting.

Section 3.5. Director Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, unless the Articles of Incorporation require a greater number.

A majority of the number of directors prescribed by resolution (or if no number is prescribed, the number in office immediately before the meeting begins) shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, unless the Articles of Incorporation require a greater number.

Section 3.6. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present when the vote is taken shall be the act of the Board of Directors, unless the Articles of Incorporation require a greater percentage.

Unless the Articles of Incorporation provide otherwise, any or all directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all

directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

A director who is present at a meeting of the Board of Directors when corporate action is taken is considered to have assented to the action taken, unless:

- (a) The director objects at the beginning of the meeting, or promptly upon arrival, to holding it or transacting business at the meeting;
- (b) the director contemporaneously requests his dissent or abstention as to any specific action to be entered into the minutes of the meeting; or
- (c) the director causes written notice of a dissent or abstention as to any specific action to be received by the presiding officer of the meeting before its adjournment or by the Association promptly after adjournment of the meeting.

Section 3.7. Removal of Directors. Subject to any limitations set forth in the Articles of Incorporation, the members may remove one or more directors at a meeting called for that purpose if notice has been given that a purpose of the meeting is such removal. The removal may be with or without cause, unless the Articles of Incorporation provide that directors may only be removed with cause.

Section 3.8. Board of Director Vacancies. Unless the Articles of Incorporation provide otherwise, if a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of directors:

- (a) The members may fill the vacancy;
- (b) the Board of Directors may fill the vacancy; or
- (c) if the directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office.

ARTICLE 4 - OFFICERS

Section 4.1. Number of Officers. The officers of the Association shall be a president and secretary, to be appointed by the Board of Directors, and such other officers and assistant officers as may be deemed necessary, including a treasurer, one or more vice presidents, etc., each of whom may be appointed by the Board of Directors. If specifically authorized by the Board of Directors, an officer may appoint one or more officers or assistant officers. The same individual may simultaneously hold more than one office in the Association.

Section 4.2. Appointment and Term of Office. The officers of the Association shall be appointed by the Board of Directors for such term as is determined by the Board of Directors. The designation of a specified term does not grant to the officer any contract rights, and the Board of Directors can remove the officer at any time prior to the end of such term. If no term is specified, each officer shall hold office until the officer resigns, dies, or until removed in the manner provided in Section 4.3 of these Bylaws.

Section 4.3. Removal of Officers. Any officer or agent may be removed by the Board of Directors at any time, with or without cause, subject to any restrictions or limitations set forth in any contract for employment or other similar contract regarding term and appointment of officers. Such removal shall be without prejudice to the contract rights, if any, of the person so removed. Appointment of an officer or agent shall not of itself create contract rights.

ARTICLE 5
INDEMNIFICATION OF DIRECTORS,
OFFICERS, EMPLOYEES, FIDUCIARIES, AND AGENTS

Section 5.1. Indemnification of Directors. Unless otherwise provided in the Articles of Incorporation, the Association shall indemnify any individual made a party to a proceeding because the individual is or was a director of the Association, against liability incurred in the proceeding, but only if the Association has authorized the payment in accordance with the Act and a determination has been made in accordance with the procedures set forth in the Act that the individual has met the standards of conduct set forth in Subsections (a), (b), and (c) below.

(a) **Standard of Conduct.** The Association shall indemnify the individual if the Association determines that:

- (1) The individual's conduct was in good faith; and
- (2) the individual reasonably believed that the individual's conduct was in, or not opposed to, the Association's best interests; and
- (3) in the case of any criminal proceeding, the individual had no reasonable cause to believe the individual's conduct was unlawful.

(b) **No Indemnification Permitted in Certain Circumstances.** The Association shall not indemnify an individual under this **Section 5.1**:

- (1) In connection with a proceeding by or in the right of the Association in which the individual was adjudged liable to the Association; or
- (2) in connection with any other proceeding charging that the individual derived an improper personal benefit, whether or not involving action in the individual's official capacity, in which proceeding he or she was adjudged liable on the basis that he or she derived an improper personal benefit.

(c) **Indemnification in Derivative Actions Limited.** Indemnification permitted under this **Section 5.1** in connection with a proceeding by or in the right of the Association is limited to reasonable expenses incurred in connection with the proceeding.

Section 5.2. Advance of Expenses for Directors. If a determination is made, following the procedures of the Act, that the individual has met the following requirements; and if an authorization of payment is made, following the procedures and standards set forth in the Act, then unless otherwise provided in the Articles of Incorporation, the Association shall pay for or reimburse the reasonable expenses incurred by an individual who is a party to a proceeding because he is or was a director of the Association in advance of final disposition of the proceeding, if:

- (a) The individual furnishes to the Association a written affirmation of the individual's good faith belief that the individual has met the standard of conduct described in **Section 5.1** of these Bylaws;
- (b) the individual furnishes to the Association a written undertaking, executed personally or on the individual's behalf, to repay the advance if it is ultimately determined that the individual did not meet the standard of conduct (which undertaking must be an unlimited general obligation of the individual but need not be secured and may be accepted without reference to financial ability to make repayment); and
- (c) a determination is made that the facts then known to those making the determination would not preclude indemnification under **Section 5.1** of these Bylaws or Part 9 of the Act.

Section 5.3. Indemnification of Officers, Employees, Fiduciaries, and Agents. Unless otherwise provided in the Articles of Incorporation, the Association shall indemnify and advance expenses to any individual made a party to a proceeding because the individual is or was an officer, employee, fiduciary, or agent of the Association to the same extent as to an individual made a party to a proceeding because the individual is or was a director, officer, or agent of the Association, or to a greater extent, if not inconsistent with public policy, if provided for by general or specific action of the Board of Directors.

ARTICLE 6 - AMENDMENTS

Section 6.1. Amendments. The Association's Board of Directors may amend these Bylaws, except to the extent that the Articles of Incorporation, these Bylaws, or the Act reserve this power exclusively to the members in whole or in part. However, the Board of Directors may not adopt, amend, or repeal a Bylaw that fixes a member quorum or voting requirement that is greater than required by the Act.

If authorized by the Articles of Incorporation, the members may adopt, amend, or repeal a Bylaw that fixes a greater quorum or voting requirement for members, or voting groups of members, than is required by the Act. Any such action shall comply with the provisions of the Act.

The Association's members may amend or repeal these Bylaws even though these Bylaws may also be amended or repealed by the Association's Board of Directors, and despite the fact that these Bylaws may have been amended or repealed by the Association's Board of Directors.

CERTIFICATE OF BOARD MEMBERS

The undersigned, being the duly appointed and authorized Directors of the Dutch Hill Homeowners Association, a Utah non-profit corporation, hereby certifies that the foregoing is a full, true and correct copy of the Bylaws of said corporation, together with all amendments as of the date of this Certificate.

WITNESS the signature of the undersigned this _____ day of _____, 2014.

DIRECTORS

James Doolin

Benson Whitney

Jason Chisolm