

After Recording Return to:
Blake D. Johnson
Smith Knowles, P.C.
2225 Washington Boulevard, Suite 200
Ogden, Utah 84401

AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
For Soldier Summit Estate Subdivision
In Utah County, Utah

THIS AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Soldier Summit Estates Subdivision (this "Declaration") is hereby adopted by the Soldier Summit Estate Owners Association, a non-profit Utah corporation, for and on behalf of its Members, and made effective as of the date recorded in the Utah County Recorder's Office.

RECITALS:

(A) This Declaration affects and concerns the real property located in Utah County, Utah and more particular described as follows (the "Property"):

All of Plat "C" and all of Plat "D", SOLDIER SUMMIT SUBDIVISION, according to the official plat thereof on file in the Office of the County Recorder, Utah County, Utah.

And including,

("The Parking Lot Parcel")

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, Block 56, Plat "A", SOLDIER SUMMIT TOWNSITE SURVEY OF BUILDING LOTS

(B) On or about February 2, 2012, the Articles of Incorporation of Soldier Summit Estate Owners Association were filed with the Utah Secretary of State, which expired on May 28, 2019 for failure to file the required renewals. On or about 8-18-2020, new Articles of Incorporation for Soldier Summit Estates Owners Association were filed with the Utah Secretary of State ("Association").

(C) On or about July 13, 2005, a Declaration of Protective Covenants for Soldier Summit Estates Subdivision ("Enabling Declaration") was recorded in the Utah County Recorder's Office as Entry No. 75875:2005

(D) On or about December 23, 1983 a Plat Map depicting Soldier Summit Estate Subdivision was recorded in the Utah Recorder's Office as Entry No. 39114 ("Plat Map").

(E) On or about July 6, 2016, an Amended Declaration of Covenants, Conditions and Restrictions for Soldier Summit Estate Subdivision ("Amended Declaration") was recorded in the Utah County Recorder's Office as Entry No. 62119:2016.

(F) The Association, by and through their Members, consistent with the Enabling Declaration and any subsequent amendments (including any not referenced herein), hereby adopt this Declaration. **EXCEPT AS STATED HEREIN, this Declaration hereby amends, replaces and supersedes all prior declarations and amendments, rendering the prior declarations and amendments of no further force and effect.** This Declaration, along with any future amendment(s), shall be the sole Declaration for the Property.


(G) The Property is subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within the Project. Common Areas are those areas that are depicted as Common Areas in the recorded Plat Map(s), as well as any future recorded Plat Map(s), or as described in this Declaration. Plat Map(s) for the Property are attached hereto as **Exhibit A**.

(H) The Association is governed by the terms of this Declaration, the Amended and Restated Articles of Incorporation for Soldier Summit Estates Owners Association and the Amended and Restated Bylaws for Soldier Summit Estates Owners Association, which Bylaws are attached hereto as **Exhibit B**, and shall be recorded in the Utah County Recorder's Office contemporaneously with the recording of this Declaration. The Association and its Members, consistent with any prior, existing bylaws and any subsequent amendments thereto (including any not referenced herein), hereby adopt the Bylaws attached hereto. These Bylaws hereby amend, replace and supersedes all prior bylaws and amendments, rendering the prior bylaws and amendments of no further force and effect. These Bylaws, along with any future amendment(s), shall be the sole Bylaws for the Property.

(I) Owners of record, by a vote of not less than sixty-seven (67%) of lot owners pursuant to the Governing Documents effective at the time of the vote consent to the filing of the Amended and Restated Articles of Incorporation and approving, ratifying and consenting to the recording of the Amended and Restated Bylaws, and the recording of this Amended and Restated Declaration.

Ryan Ollerton of the Board of Directors, hereby certifies and swears that the above described approval was obtained ratifying, accepting and approving the recording or filing of this Declaration, the Bylaws and the Articles.

Ryan Ollerton



President of the Board

(J) The Association and its Members desire to subject the Property to the terms and conditions of this Declaration, the Utah Community Association Act, Utah Code Ann. § 57-8a-101 *et. seq.*, and the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 *et. seq.* The Property does not constitute a cooperative.

(K) The Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, improvement and sale of the Property or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with each Lot located on the Property, including any additions thereto, and shall be binding upon all persons having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon the Association and its members, and its successors in interest; and may be enforced by the Association, any Member, and their successors in interest.

(L) It is the intent of the Owners that the Project be developed and maintained as a highly desirable recreational/residential community emphasizing the preservation of the mountain/rustic community, including the preservation of open space and protection of wildlife and habitat. It is the purpose of these covenants that the natural beauty, serenity, views and present surroundings of the Project shall always be protected insofar as is possible in connection with the uses and structures permitted by this Declaration. The Declarant's desire is to maintain a mountain setting regarding all construction to preserve the natural beauty and surroundings of the area.

(M) These Recitals are made a part of this Declaration.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I DEFINITIONS

1.0 Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

- a) "Act" means the Community Association Act, Utah Code Ann. Sections 57-8a-101 *et seq.*
- b) "Architectural Review Board" or "ARB" shall mean the Architectural Review Board created by this Declaration, the Bylaws, and/or Articles of Incorporation.
- c) "Assessment" shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, special assessment, reserve assessment, capital improvement assessment, fine, late fee or other charge.
- d) "Articles" shall mean the Articles of Incorporation for the Association, as amended from time to time.
- e) "Association" shall mean SOLDIER SUMMIT ESTATES OWNERS ASSOCIATION, and as the context requires, the officers or directors of that Association.

- f) "Board" or "Board of Directors" shall mean the duly elected and acting Board of Directors of SOLDIER SUMMIT ESTATES OWNERS ASSOCIATION.
- g) "Bylaws" shall mean the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as Exhibit B. No amendment to the Bylaws shall be effective until it is duly approved and recorded.
- h) "City" shall mean Soldier Summit, Utah and its appropriate departments, officials and committees.
- i) "County" shall mean Utah County, Utah and its appropriate departments, officials and committees.
- j) "Common Area(s)" shall mean all property designated on the recorded Plat(s) as Common Area(s), or described within this Declaration as Common Area(s), and to include property owned by the Association, such as the Parking Lot Parcel listed in the recitals, being owned or intended ultimately to be owned by the Association for the common use and enjoyment of all Owners, together with all improvements or structures thereon and all of the easements appurtenant thereto. The Association shall maintain the Common Area(s). For purposes of maintenance and Association powers and authorities, right of ways or common road shall be treated as though it is Common Area despite being owned by individual lot owners and not subject to transfer of ownership to the Association.
- k) "Common Expenses" means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas; (B) providing facilities, services and other benefits to Owners as set forth in this Declaration; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the assessments; (E) operating the Association; and (F) creating reserves for any such costs, expenses and liability as required by this Declaration or the Act.
- l) "Declaration" shall mean this Amended & Restated Declaration of Covenants, Conditions and Restrictions for Soldier Summit Estates Subdivision, together with any subsequent amendments or additions through subsequent recording amendments or supplements.
- m) "Dwelling" shall mean a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the same Lot and used in conjunction with such residence.
- n) "Governing Documents" shall mean this Declaration, Bylaws, Articles, Rules, and any other documents or agreements binding upon an Owner.
- o) "Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, single family homes,, dwellings, residences,

garages, walkways, retaining walls, driveways, fences, landscaping, decks, stairs, poles, lighting, signs, or other antennas, and any mechanical equipment located on the exterior of any building.

- p) "Lot" shall mean any numbered building lot shown on any official and recorded Plat(s) of all or a portion of the Project whether or not it contains an Improvement.
- q) "Manager" shall mean any entity or person engaged by the Board of Directors to manage the Project.
- r) "Owner" shall mean and refer to the Person or Persons who are vested with recorded title to a Lot, and whose interest in the Lot is held (in whole or in part) in fee simple, according to the records of the Utah County Recorder's Office, including buyers under any contract for deed. However, Owner shall exclude any person or entity holding title solely for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust, land sale contract, or mortgagee under a mortgage. Membership in the Association is appurtenant to each Lot and an Owner shall be deemed a "Member" of the Association.
- s) "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.
- t) "Plat(s)" or "Plat Map(s)" shall mean an official and recorded plats "C" and "D" of Soldier Summit Estates in the Utah County Recorder's Office, as it may be amended from time to time.
- u) "Project", "Development" or "Subdivision" shall mean all phases of Soldier Summit Estates and all Lots, Common Areas and other property within the subdivision, as shown on the Plat(s) and any future Plat(s) covering the Property, and to include any property not shown within any current or future Plats which is owned by the Association for the benefit of the use of the owners.
- v) "Property" shall have the meaning set forth in the recitals.
- w) "Rules" mean any instrument adopted by the Board for the regulation and management of the Association as provided in the Governing Documents.

ARTICLE II EASEMENTS

2.0 Easement Concerning Common Area. Except as limited in 2.2 below, each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom, or encumbered, pledged, assigned or otherwise alienated by an Owner. Any Owner may temporarily delegate the right and easement of use and enjoyment described herein to

any family member, household guest, tenant, lessee, or contract purchaser. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Area except for the necessary parking, access, and utility easements for use in common with others.

2.1 Easement Concerning Right of Ways. Each Owner and the Association shall have a nonexclusive right and easement of use of all Right of Ways designated in the Plat for purposes normally associated with the use of a right of way. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom, or encumbered, pledged, assigned or otherwise alienated by an Owner. Any Owner may temporarily delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, or contract purchaser. The Association may adopt rules from time to time which restricts Owner's use of the Right of Ways for purposes of maintaining the Right of Ways and to preserve the rights of other Owner and the Association.

2.2 Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

- a) The right of the Association to govern by Rules the use of the Common Area and Right of Ways for the Owners so as to provide for the enjoyment of said Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Lots by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Area;
- b) The right of the Association to suspend an Owner's right to the use of the Common Areas, or any amenities included therein, for any period during which an Owner is in violation of the terms and conditions of the Governing Documents or delinquent in the payment of a levied assessment or fee.
- c) The right of the City, County, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, utility access/installation, and providing any other governmental or municipal service.
- d) The right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association, provided that such dedication or transfer must first be assented to by a vote of not less than sixty-seven (67%) of a quorum of eligible lot owners. At least fifty (50%) of eligible lot owners must submit a vote/ballot (in person, by proxy, or through mail, email or other acceptable electronic means) to constitute a quorum. No such dedication or transfer, however, may take place without the Association first receiving written approval from City and/or County pursuant to all applicable state and city laws, rules and ordinances in effect at the time of such proposed dedication or transfer.

- e) Efforts for the purpose of taking preventative measures for safety and fire prevention within the Project, requires the approval of a majority of Board Members.
- f) For the purpose of opening and closing roadways within the Project for maintenance, protection, weather and other related concerns.
- g) Parking on the Parking Lot Parcel, although available to all owners, is subject to Owner compliance with any rules and regulations adopted by the Board of Directors concerning the use of the Parking Lot Parcel, which may include a monthly fee for any such use by an Owner under a parking lot lease with the Association. Any portion of the Parking Lot Parcel which is leased to an Owner under a lease with the Association shall be considered for exclusive use of the leasing owner pursuant to terms of the lease.

2.3 Easements for Encroachments. If any part of the Common Area now existing upon any Lot or hereinafter constructed by Association encroaches upon a Lot, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any Common Area improvement on any Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon a Lot or upon any portion of the Common Area due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

2.4 Easement in Favor of Association. The Lots and Common Area are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

- a) With at least 72 hours written notice from the Association, for inspection of the Lots and Common Areas during reasonable daylight hours in order to verify the performance by Owners or other persons of all items of maintenance and repair for which they are responsible and for compliance with the provisions of the Governing Documents;
- b) For inspection, maintenance, repair and replacement of portions of the Common Area;
- c) For maintenance, repair, and replacement of the Right of Ways designated in the Plat;
- d) For correction of emergency conditions on one or more Lots or on portions of the Common Area;
- e) For the ability for the Association to enter into livestock grazing leases permitting third parties to graze livestock on the Lots and Common Areas in sufficient amounts to allow all Lots and Common Areas to be classified as Greenbelt property in order to achieve reduced tax liabilities for the Association and Owners.
- f) For the purpose of enabling the Association, the Architectural Review Board or any other committees appointed by the Association to exercise and discharge during reasonable hours their respective rights, powers and duties.

ARTICLE III
COMMON AREAS/RIGHT OF WAYS

3.0 The Common Areas shall be and are hereby conveyed to the Association, a Utah non-profit corporation, subject to this Declaration and subject to all easements as set forth in this Declaration.

3.1 The Common Areas consist of Utah County Parcel No. 07:150:0001 and better described as the Parking Lot Parcel in the recitals herein. Right of Ways, although not dedicated to the City/County or transferred to the Association, shall be maintained by the Association as if it were Common Area, although the Association shall not be responsible for any property taxes for Right of Ways which are part of an owner's legal lot.

3.2 Notwithstanding anything contained in this Declaration to the contrary, all Common Areas appurtenant to each recorded Plat of the Project shall be conveyed to the Association upon recordation of a Plat depicting such Common Areas, reserving all easements as set forth in this Declaration. The Association shall maintain the Common Areas.

3.3 Except as otherwise provided in this Declaration, the Association, or its duly designated agent, shall maintain all Common Areas, including, without limitation, the improvements and landscaping located thereon in good order and repair and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate. The Association shall have the authority to assess its members for the costs of said maintenance in accordance with the terms of this Declaration.

3.4 Snow Removal: In regards to snow removal from the Subdivision's Right of Ways and Common Area, it is the intent of the Soldier Summit Estates Owners Association to provide reasonable snow removal for year round access to the common roads of all lots within the subdivision. It is important to understand that there may be circumstances that will limit the Association's ability to have every road accessible every day of the year. Reasons may include mechanical, budgetary, environmental, even catastrophic, or other events or conditions that may limit or temporarily suspend snow removal by the Association. Reasonable snow removal may include only plowing after a storm has completed or wind has subsided. Because of the steepness of many roads within the subdivision and extreme winter conditions, most vehicles, including cars, two-wheeled trucks, or large construction vehicles, should not expect to be able to access properties (lots) during winter months. Vehicles entering the Subdivision during winter months should have four-wheel drive and be equipped with chains on the tires.

- a) The Board of Directors shall assign, from among themselves, a Winter Maintenance Coordinator to be the single point of contact for lot owners to contact regarding snow removal issues thus reducing confusion and frustration that can arise from using multiple points of contact. The Winter Maintenance Coordinator will be the only and sole contact with the operators or companies contracted for snow removal. Any and all directions from the Board should be through the Coordinator to the operator and all communication back through the Coordinator to the Board and property (lot) owners.

- b) Priority will be given to plowing the main routes (Snowbird, Alta, Sundance, Solitude, Elk Meadow) to a width of at least 20 feet. Once the priority roads are clear, the secondary roads (Brighton, Powder Mountain, etc.) will be plowed to a width of at least 15 feet.
- c) The Board will set budget caps for snow removal when necessary.
- d) Owners may contract with snow removal providers for the removal of snow on private driveways, but owner must notify the snow removal provider hired by the owner that if the provider has contracted with the Association for snow removal on the rights of ways or Common Areas that the snow removal provider must complete all snow removal obligations the provider has with the Association before any private driveway snow removal may begin.

3.5 Right of Ways: No owner may remove snow, plow, grade, improve, alter or modify the common right of way roads without receiving prior written Board approval.

ARTICLE IV **MEMBERSHIP**

4.0 Membership in the Association shall always consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Lot and such membership shall automatically terminate when the Owner ceases to have an ownership interest in the Lot. Upon the transfer of an ownership interest in a Lot the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Lot is held by more than one Person, the membership appurtenant to that Lot shall be shared by all such Person in the same proportional interest and by the same type of tenancy in which title to the Lot is held.

ARTICLE V **VOTING**

5.0 Only an Owner that is current on all assessments and/or other fees shall be deemed in good standing and entitled to vote at any annual or special meeting or vote in any action by ballot outside of a meeting.

5.1 The Association shall have one class of voting membership, and each Owner shall be entitled to one (1) equal vote for each Lot in which they are an Owner. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association that Person shall be entitled to cast all votes appertaining to that Lot. But if more than one of such Person(s) is present, the votes appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Lot may not be divided between Owners of such Lot or with respect to matters before the Association, and all such votes appurtenant to any one Lot shall be voted in one block. If the vote of a majority of the owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot.

ARTICLE VI
HOMEOWNER ASSOCIATION

6.0 Organization. The Association has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation. The Association shall be comprised of the Owners of Lots within the Project and is established to perform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of the Governing Documents. Membership in the Association is deemed an appurtenance to the Lot and is transferable only in conjunction with the transfer of the title to the Lot. The Association shall serve as the organizational body for all Owners.

6.1 Enforcement Powers. The Association shall have all powers granted to it by the Governing Documents and the Act to enforce these covenants and restrictions by actions in law or equity brought in the name of the Association, and the power to retain professional services needed to the enforcement of the Governing Documents and to incur expenses for that purpose, including but not limited to: (1) record and/or foreclose liens against an Owner's Lot; (2) initiate legal or similar proceedings; (3) impose fines; (4) collect any rents directly from tenant for past due assessments in accordance with the Act; (5) terminate an Owner's right to utilize Common Area and/or amenities; and (6) any other action or remedy allowed by the Governing Documents or Utah law.

- a) The Association shall have the exclusive right to initiate enforcement actions in the name of the Association. However, this shall not limit the individual right of Owner(s) to personally enforce these covenants in their own name. The Association may appear and represent the interest of the Project at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners. Owners may appear individually.
- b) The Association shall have the authority to initiate and compromise claims and litigation on behalf of the Association resulting from the enforcement of the Governing Documents. In the event that the Association initiates legal action against a specific Owner or Owners to enforce these Governing Documents, and the Association prevails in a court of law, then the Association shall have the right to assess the costs of such litigation, including reasonable attorney fees, against the Owner(s) or Lot(s) in question.
- c) The Board shall be afforded discretion to utilize its reasonable judgment to determine whether and how to: impose fines, record liens, pursue legal action; otherwise enforce the Governing Documents; or when and how to settle or compromise claims.

6.2 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses and Common Expenses of the Association. The Association has the power to levy assessments against each Lot as necessary to carry out its functions. Assessments shall be levied against all Lots in the Property, whether vacant or improved. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Lot, be deemed to covenant and agree to pay to the Association the assessments described in these covenants, together with late payment fees, interest and costs of collection (including reasonable attorney fees), if and when applicable.

- a) All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligations of the Owner or Owners of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest and costs of collection (including reasonable attorney fees) which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.
- b) The Association shall not increase annual regular assessments in an amount greater than 10% above the assessment of the previous year without consent by a vote of not less than sixty-seven (67%) of a quorum of eligible lot owners. At least fifty (50%) of eligible lot owners must submit a vote/ballot (in person, by proxy, or through mail, email or other acceptable electronic means) to constitute a quorum.
- c) The Association may levy special assessments for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by other assessments. No special assessment will be levied without approval by a vote of not less than sixty-seven (67%) of a quorum of eligible lot owners. At least 50% of eligible lot owners must submit a vote/ballot (in person, by proxy, or through mail, email or other acceptable electronic means) to constitute a quorum.
- d) In addition, the Association may levy special assessment (a) on every Lot, the Owner or occupant of which, shall cause any damage to the Common Areas or Right of Ways necessitating repairs, and (b) on every Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken under the provisions of the Governing Documents. The aggregate amount of any such special assessments shall be determined by the cost of such repairs, maintenance or enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Lot(s) according to the cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work. Special assessments against owners that cause damage to the Common Areas or Right of Ways may be assessed by the Board and do not require a vote of the members.
- e) The Association may levy a reserve fund assessment, as set forth in this article.
- f) The Association may levy other assessments or fees, as authorized by the Governing Documents.

6.3 Budget. The Board is authorized and required to adopt a budget for each fiscal year. The adopted budget shall be presented to the Owners at or before each annual meeting. Owners may reject the budget by calling for a special meeting to reject the board approved budget as set forth in

the Act. A majority of all allocated voting interests of the owners is required to reject the budget. If a budget is not approved, the budget shall return to the last approved budget. Assessments shall be due and payable in a manner and on a schedule, as the Board has provided for that purpose. If a budget is disapproved, the budget shall return to the last approved budget.

6.4 Reserve Fund Analysis. The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years to analyze the cost of repairing, replacing or restoring Common Areas and Right of Ways that have a useful life of three years or more and a remaining useful life of less than 30 years. This reserve analysis should be reviewed no less frequently than every three (3) years and updated if necessary. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

6.5 Reserve Fund Account Creation. The Board shall create a reserve fund account that is separate and distinct from the Association's general account, which account shall be funded from the reserve fund assessments. The amount of the reserve fund assessment shall be a separate line item in the approved budget.

6.6 Transfer Fee. A transfer fee of \$250.00 is charged to the seller at closing when a change in ownership of a Lot is recorded by the HOA.

6.7 Date of Commencement of Assessments. The assessments provided for herein shall commence as to each Lot on the first day of the first month following the effective date of the first budget. Assessments shall be due and payable in a manner and on a schedule, as the Board may provide.

6.8 Fines. The Association shall have the power to assess a fine against an Owner (or their Lot) for a violation of the terms and conditions of the Governing Documents in accordance with the requirements of the Act. The fine policy is set forth in Section 9.

6.9 Hearing Process. The Board may create a reasonable hearing process applicable when the Association takes an adverse action related to any particular Owner(s) in accordance with the requirements of the Act.

6.10 Association Rules. The Board from time to time and subject to the provisions of the Governing Documents, may adopt, amend, repeal and enforce Rules governing: (a) the use of the Common Areas, including trails and wilderness areas/easements; (b) the use of any facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals in the Project; (e) collection policies and procedures; and (f) other matters concerning the use and enjoyment of the Property and the conduct of residents, as deemed necessary by the Board. The Rules may supplement, clarify and add detail to issues addressed in Governing Documents. However, the Rules may not contradict the Governing Documents.

6.11 Statement of Account. Any Owner may request that the Association provide a statement of his account to any lender or prospective buyer in relation to the transfer, refinance or sale of a Lot. The Association may charge a fee, not to exceed \$50.00, for providing such statements.

6.12 Availability of Documents. The Board may adopt a record retention or other document management policy in accordance with the requirements of the Utah Revised Non-Profit Corporation Act.

6.13 Indemnity of Association Board and Officers. The Association will indemnify the officers, agents and Board of the Association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under the Governing Documents.

6.14 Election, Notice of Election, Notice of Meeting and Special Meetings. Election procedures and notice of any meeting shall be conducted as set forth in the Articles of Incorporation and Bylaws of the Association.

6.15 Number of Board, Term of Office. The appointment, election and term of the Members of the Board are set forth in the Bylaws and Articles. Members of the Board of Directors may serve consecutive terms and may also serve as officers of the Association.

6.16 Independent Accountant. The Association may retain the services of an independent accountant to assist the Board of Directors and officers to maintain accurate financial records of the Association.

ARTICLE VII

NONPAYMENT OF ASSESSMENTS & THE APPOINTMENT OF TRUSTEE

7.0 Delinquent Assessment. Any assessment not timely paid shall be delinquent, and the Association may invoke any and all remedies to recover said delinquent assessments including by: suit, judgment, lien, foreclosure, or other remedy authorized by the Governing Documents or the Act.

7.1 Due Date, Charges & Interest. Unless otherwise established by the Board, annual assessments shall be due and payable on October 1st of each year and late if not received by the 30th of October. The Board may charge a late fee in an amount set by the Board, but not to exceed \$50, for each unpaid or late assessment. In addition to late fees, interest shall accrue on all unpaid balances, including prior, unpaid interest and attorney fees (resulting in compounding interest), late fees, and assessments at 18% per annum or 1.5% per month. The Board may also impose other reasonable charges imposed by a Manager related to collections.

7.2 Lien. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first or second mortgage of record made in good faith and for value recorded prior to a recorded notice of lien by the Association.

7.3 Foreclosure. The Association shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged had such Lot not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid assessments and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

7.4 Other Remedies. All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Owner or other obligee personally. Any attorney fees or costs incurred in these efforts shall also be assessed against the Owner(s), their Lot(s), and/or other obligees jointly and severally.

7.5 Payment by Tenant. The Association shall be entitled to demand and collect from a tenant of any Lot, the amount of any assessment that is more than sixty (60) days past due.

7.6 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents.

7.7 Appointment of Trustee. The Declarant initially conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 to Blake D. Johnson, Esq., a licensed 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 this Declaration. This action may be amended as needed to another appointee with a majority vote by the Board of Directors.

ARTICLE VIII

SUBORDINATION OF LIEN TO INSTITUTIONAL

FIRST AND SECOND MORTGAGES

8.0 The lien of assessments, including interest, late charges (subject to the limitations of Utah law), and costs (including attorney fees) provided for herein, shall be subordinate to the lien of any institutional first or second mortgage of record made in good faith and for value, recorded prior to a recorded notice of lien by the Association. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a prior, recorded institutional first or second mortgage shall extinguish the lien of such assessments as to payments that became due prior to such sale or transfer; provided, that to the extent there are any proceeds of the sale on foreclosure of such mortgage or by exercise of such power of sale in excess of all

amounts necessary to satisfy all indebtedness secured by and owed to the holder of such mortgage, the lien shall apply to such excess. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the mortgagee holding an institutional first or second mortgage of record or other purchaser of a Lot obtains title pursuant to remedies under the mortgage, its successors and assigns shall not be liable for the share of the assessments by the Association chargeable to such Lot that became due prior to the acquisition of title to such Lot by such acquirer. No foreclosure, sale or transfer shall relieve any Owner who was the Owner prior to such foreclosure, sale or transfer from personal liability for any assessments due and owing prior to such foreclosure, sale or transfer.

ARTICLE IX

FINES

9.0 **Reporting.** All violations of the Governing Documents must be observed by a member of the Board or managing agent, or reported to the Board or managing agent in writing, which shall specify: the date and time of the violation; details of the violation, including applicable evidence; and the name and contact information of the person reporting the violation. The Association or its managing agent may utilize a required form for reporting violations.

9.1 **Fine Schedule.** Fines shall be assessed as follows:

- a) On the first offense, a warning notice will be sent to the offending Owner (and occupant if available). No fine will be levied with this first warning notice. The offending Owner will be given thirty (30) days to bring the violation into compliance.
- b) If the Owner fails to correct the violation within the time frame provided in the first notice, a fine will be levied in the amount listed below.
- c) If a second substantially similar violation is committed within one (1) year from the first notice, a fine amount will be levied as listed below.
- d) Thereafter, if additional substantially similar violations occur within one (1) year from the first violation, the fine amount will double as listed below.
- e) For a continuing violation that has not been corrected after the initial warning period, a fine may be levied every ten days and will follow the amounts and schedule below.

9.2 **Fine Amounts.** When the Board determines (which may be delegated to a managing agent) that a fine is warranted, the following amounts, which amounts are subject to change through modification of this Fine Schedule by vote of the Board of Directors, shall apply:

Type of Violation (Non-continuing Violations)	1st Fine After Initial Notice of Violation	2nd Fine	3rd and Subsequent Fines
Nuisance/Rubbish/Failure to maintain Lot in clean and reparable condition	\$100	\$250	\$500
Safety Violations (fires/firearms/hunting/weapons/etc.)	\$200	\$350	\$700
Violations of Tent/RV/Camper Rules	\$200	\$350	\$700
Violation of Construction Noise Time Restrictions	\$100	\$250	\$500
All other Non-Continuing Violations	\$100	\$200	\$400

Type of Violation (Continuing Violations)	1st Fine After Notice of Violation Request to Cure	2nd Fine	3rd and Subsequent Fines
Failure to Obtain ARB approval for improvements or noncompliance with construction/improvement standards	\$1,000	\$1,500	\$3,000
Commercial Activities	\$250	\$500	\$1,000
All other Continuing Violations	\$250	\$500	\$1,000

9.3 **Enforcement.** Once a fine has been levied, the Association may pursue any and all collection efforts to collect the fine amount, including but not limited to: (1) turning the matter over to an attorney for collection; (2) recording and foreclosing a lien, in accordance with the Utah Community Association Act; (3) initiating a lawsuit through state court; and (4) other appropriate legal action. Pursuant to the Governing Documents and Utah law, an Owner in violation of the Governing Documents shall be obligated to pay reasonable fees and costs, including attorney fees, incurred in enforcing and collecting the fine amount, regardless of whether further legal action is initiated.

ARTICLE X

USE LIMITATIONS & RESTRICTIONS

10.0 **Zoning Regulations.** The lawfully enacted zoning regulations of the City and/or County, and any building, fire, and health codes are in full force and effect in the Project. No Lot may be occupied in a manner that is in violation of any statute, law or ordinance. No lot located within the subdivision shall be used for any other purpose than a single-family residence, except those deemed as common areas. 10.1 **Licensed Contractor.** Unless the Architectural Review Board gives a written waiver of approval to an Owner, no Improvement may be constructed, remodeled or altered on any Lot except by a licensed and insured contractor/subcontractor, duly qualified and licensed by the appropriate governmental authorities. All owners are required to comply with County and U.S. Forest Service laws and regulations regarding all aspects of property use including wildfire mitigation.

10.2 No Mining Uses. The property within the Project shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted.

10.3 No Business or Commercial Uses. No portion of the Project may be used for any trade or commercial business use or to provide access to other properties (including neighboring non-HOA property) for any trade or commercial business use, provided, however, that nothing in this provision is intended to prevent the use by any Owner of his Lot for a home occupation pursuant to City or County ordinance if a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; b) the business activity conforms to all zoning requirements for the Subdivision; c) the business activity does not involve persons coming onto the Subdivision who do not reside in the Subdivision or door-to-door solicitation of residents of the Subdivisions; d) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the Association; e) the business activity may not require heavy equipment or create a nuisance within the Project, and f) may not noticeably increase the traffic flow to the Project.

10.4 Restriction on Signs. No signs will be permitted on any Lot or within the Development except for traffic control signs, temporary signs warning of some immediate danger, or signs not in excess of eight square feet identifying the contractor and/or architect of any Improvement while under construction, nor any sign not approved by the HOA. One sign indicating a Lot for sale may be placed within the property and no such sign may exceed four square feet. No trespassing signs not exceeding two square feet, and not to be placed within 200 feet of each other, except that one trespassing sign may be placed at each driveway entrance to the owner's property even if driveway entrances are closer than 200 feet of each other. Decorative property markers, such as address monuments typical of mountain or ranch-style properties, are allowed if materials used do not conflict with the general overall look of the Project. Decorative property markers may not use materials or color schemes which are distracting, employ bright or flashing lights, or include bright colors.

10.5 Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the County. No temporary certificate of occupancy will be allowed.

10.6 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Project are to be underground, including lines within any Lot which service installations entirely within that Lot. On each lot, the lot owner shall install (not less than twenty-five (25) feet or greater than 100 feet from the family dwelling) a self-draining water faucet attached to the water line feeding the dwelling from the main system.

10.7 Sewer/Septic. No cesspools shall be permitted on the Property. All types of sewage disposal systems shall be installed only after approval by the Board, Architectural Review Board, and any other required governmental regulatory health authorities having jurisdiction.

10.8 Drainage. No Owner shall alter the direction of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy.

10.9 No Re-Subdivision. No Lot may be re-subdivided.

10.10 Combination of Lots. No Lots shall be combined.

10.11 Maintenance of Property. All Lots, and improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit their Lot or the Improvements on it to fall into a state of disrepair. Following notice, the Association shall have the right to intervene if the issue is not corrected in the stated time frame by the Association at the Lot owner's expense.

10.12 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot or the Project, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots. No Owner or occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

10.13 No Hazardous Activity. No activity may be conducted on any Lot that is or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, and the discharge of firearms or fireworks. Except for fire pits that comply with restrictions herein, no open fires shall be allowed without a fire permit from Utah County. Accumulations of dry underbrush of any other combustible material will not be allowed. Spark arrestors shall be installed on all chimneys or fireplaces or any other device designated to contain a fire.

10.14 No Unsightliness. No unsightliness shall be permitted upon any of the Property without limiting the generality of the foregoing:

- a) Any unsightly structures, trailers, facilities, equipment, tools, boats, vehicles (other than automobiles in working order), objects and conditions shall be enclosed within an approved garage or appropriately screened from view, except equipment and tools when in actual use for maintenance, remodeling or repairs;
- b) The pursuit of hobbies or other activities, including but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Subdivision.

- c) No lumber, grass, shrub or tree clippings, plant waste, metals, building materials or scrap shall be kept, stored or allowed to accumulate on any of the Property;
- d) Refuse, garbage and trash shall always be placed and kept in a covered container and such container shall be kept within an enclosed structure or appropriately screened from view; and
- e) Hanging, drying or airing of clothing or household fabrics shall not be permitted outside a Dwelling or on Lots if visible from other Dwellings, Lots or areas surrounding the Property.

10.15 Garbage. All garbage, rubbish, and trash shall be kept in covered containers. In no event shall such containers be maintained to be visible from neighboring Lots, roadways and Common Areas. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with applicable laws and the Rules of the Board.

10.16 No Annoying Lights. No outdoor lighting shall be permitted except for lighting that reasonably limits the field of light to the confines of the Lot on which it is installed and doesn't directly project light to neighboring lots. This shall not apply to street lighting maintained by the City and/or County. Holiday or seasonal decorative lights, that otherwise comply with the terms of the Governing Documents, are permitted.

10.17 No Annoying Sounds. No noise making devices may be used or maintained on any Lot which creates noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Lots, except for security or fire alarms.

10.18 Animals. Except as otherwise allowed by State and Federal law related to support or service animals, no animals or birds shall be kept or maintained on any part of a lot within the Subdivision except dogs, cats, pet birds and other domestic animals which may be kept in reasonable numbers as pets, but not for any commercial purpose. All domestic animals or birds kept on the premises shall be confined within the structures on the lot or will be tied or fenced within the boundaries of the lot and will not be allowed to roam from the owner's lot. Notwithstanding the foregoing, horses for non-commercial purposes are allowed to be housed only on lots 1C through 12C and 58C through 66C, which are commonly known as the lower lots. Owners with animals must ensure that any animal noises do not rise to the level that a person on adjacent lots might reasonably find to be annoyingly loud or disrupts other owner's quiet enjoyment of their property.

10.19 Landscaping. Vegetation within any Lot shall be planted and maintained in good condition by the Owner. Prior written permission must be obtained by the ARB to materially modify exterior landscaping on any Lot, including removal of vegetation or cutting the soil. However, it is the responsibility of each owner and resident to control noxious weeds, including thistle on their property per Utah County Code Chapter 12. The Board of Directors may report violations of Utah County Code by a property (lot) owner as it pertains to control of noxious weeds to the Utah County Weed Abatement Office.

10.20 Vehicles.

- a) All motorized vehicles operated within the confines of the Development shall be properly maintained and conform to the Board of Trustee standards i.e., street legal, spark arresters and muffled, and not emit unreasonable smoke, oil or noise. All drivers of vehicles must be legally licensed and drive in a manner as not to create dangerous situations, become a nuisance or prevent other Owners from enjoying their Property. No vehicles shall be parked on the platted Right of Ways.
- b) Off highway vehicles (OHV's), including dirt bikes, ATV's, UTV's, side by sides, snowmobiles and snow bikes, can be operated within the development with the following restrictions:
 - a. All OHV's must have a U.S. Forest Service approved spark arrestor for fire safety and sound restrictions.
 - b. OHV's can be operated in a responsible manner on all common roads within the development and on an individual's own property as long as operation of the OHV does not cause a nuisance to neighboring properties.
 - c. At no time whatsoever can an OHV or any vehicle be driven on another owner's property without written permission in advance of operating the vehicle.
 - d. No use of an OHV may cause damage to any right of way, common area, or the property of other owners within the Project.
- c) The driving, parking, standing and storing of any motor vehicles in, on or about the Subdivision shall be subject to the following:
 - a. The parking rules and regulations adopted by the Association from time to time;
 - b. No parking on the street is allowed in the Subdivision; Residents may only park their motor vehicles within their garages and on their respective driveways;
 - c. Vehicles parked in violation of this Declaration may be impounded or towed without further notice, and at the vehicle owner's sole expense.
- d) The Board of Directors may adopt rules and regulations regarding the maximum speed limit in the Development for any type of vehicle.

10.21 Number and location of Dwellings: No Dwelling or structure shall be placed, erected, altered, or permitted to remain on any Lot other than one (1) single family dwelling and two (2) garages or outbuildings (attached or detached), together with related nonresidential structures and improvements.

10.22 Residence Floor Area: All residences shall have a main floor of not less than 1,000 square feet of living area and have a total living area of not less than 1,200 square feet, exclusive of carports, garages, patios, and covered porches.

10.23 Construction. No Improvement shall be permitted to remain incomplete for a period in

excess of thirty (30) months from the date of commencement or from the time approval for the improvement was granted by the City or County, whichever is earlier.

10.24 Construction Site. Construction area is to be kept clean of excess debris and no construction material is to be stored on vacant lots. The exterior of all buildings and dwellings must be complete, including all aesthetic surfaces, within thirty (30) months from commencement of the construction. All construction material, including but not limited to, lumber, steel, roofing materials, gravel and cement must be placed upon the lot whereupon the structure is being constructed and not on the road right of way. There shall be no trespassing upon a neighboring lot or lots for access to ease the construction process.

10.25 Single Family Dwelling to be Constructed First: No garage or other structure shall be constructed on any Lot until after commencement of construction of the single-family dwelling on the same Lot except as otherwise specifically permitted by the ARB.

10.26 Setbacks and Dwelling Placements: The placement of Dwellings shall be within the designated buildable area in each Lot, and such placement shall respect existing land forms and generally follow contours and fit into the existing land mass rather than ignoring and dominating these forms and comply with such other restrictions and requirements as determined by the ARB. Any proposed deviation from building within the designated buildable area of a Lot will require the prior approval of the ARB. The buildable area of each Lot will be enforced to ensure maximum privacy, view corridors and to provide maximum benefit to the individual Lot and the surrounding Lot Owners and to maintain the overall beauty of the area. Minimum setbacks for each Lot are: Front: 50'; Side: 50'; Rear: 50'.

10.27 Used or Temporary Structures: None of the following new or used structures or items may be placed, erected, or allowed to remain on any Lot except for a period of ninety (90) days during construction of a permanent residence: temporary house, structure, house trailer, mobile home, tent camper, or nonpermanent outbuilding. No Dwelling shall be occupied in any manner prior to its completion and approval in accordance with Section 4.2 hereof Any and all temporary structures must be removed within ten days of receipt of the certificate of occupancy. Notwithstanding the foregoing, a guest of a lot owner may use a tent, motor home, or camper for a period not to exceed seven (7) days.

10.28 Architectural: The following shall be considered to be minimum architectural requirements:

- a) All material used in the construction of buildings located on any lot shall be new. No old, used, existing building or structure of any kind and no part of an old, used, existing building, or structure shall be moved onto any lot. The architectural design and exterior materials should generally be consistent with a natural log or mountain home. Acceptable exterior materials include logs, wood, batten board, stone, and brick. Excluding the roofing, metal may only be used as accents and should not exceed 20% of the exterior of the building. Prohibited exterior materials include vinyl siding, stucco, aluminum or metal siding (excluding metal accents).

- b) No mobile or manufactured homes will be allowed in the Subdivision.
- c) Outbuildings or garages erected and maintained upon any lot or building site shall conform generally in architectural design and exterior material to the finish of the dwelling house to which they are appurtenant, including material limitations and restrictions, and must be approved by the Architectural Committee. Additionally, the outbuilding or garage must have a cement foundation, a cement pad, and have the same roofing as the dwelling house. Utah County building permit and Architectural Committee approval are both required prior to construction.
- d) All residences shall have a main floor of not less than 1,000 square feet of living area and have a total living area of not less than 1,200 square feet, exclusive of carports, garages, patios, and covered porches.
- e) No structure shall be located nearer the front boundary line of any lot than 50 feet; or nearer the side boundary line of any lot than 50 feet; or nearer the rear boundary line of any lot than 50 feet.
- f) No person shall erect or maintain upon any part of the Subdivision or any lot, any sign, advertisement, billboard, or other advertising structure without prior approval of the Architectural Committee, with the exception of standard real estate signs.
- g) The natural vegetation and contour of the terrain within the Subdivision shall be preserved as far as possible in the construction of any dwelling on any lot. Natural growth shall be preserved and remain as nearly as possible in the natural state. The removal of natural vegetation and cutting the soil on any lot shall not be undertaken without the permission in writing from the Architectural Committee.
- h) No lot can have a fence on more than 25% of its border or perimeter, excluding its border with non-HOA property or with a common road or right of way. No fence, wall, or hedge shall be planted, erected, located or maintained upon any lot in such location or at such height as to unreasonably obstruct the view from any other lot or lots in the Subdivision. Fences and walls shall be constructed of material which will enhance and compliment the appearance of the landscape and dwelling. Vinyl fences, chain link fences or similar looking fences are not permitted. Barbed wire fences or barricades are not permitted. All materials planned for use for perimeter fencing and walls are subject to final approval by the Architectural Review Board prior to installation. All materials planned for perimeter or interior decorative fences, backyard, or corrals, including stone, log, pipe, metal, lodge pole, etc. are subject to final approval by the Architectural Review Board prior to installation. All materials planned for a fence along with a plat map indicating exactly where an owner proposes placement of a fence must be submitted to the Architectural Review Board for review and approval prior to installation. No fence or wall may be installed without ARB review and approval. All walls and fences shall be kept in good repair, and no fence, wall or hedge shall exceed an overall height as measured from the top of the footing or grade, whichever is higher, to the top of the

fence, wall or hedge in excess of four (4) feet. All fences or walls on lots with drainage or water flow must not hinder or alter the natural flow or drainage. Fences that meet all the above requirements must also comply with any Greenbelt or Livestock Grazing contract regulation on fences while the HOA is under contract or plans to be under contract for such. Notwithstanding because lots 1C through 12C and 58C through 66C, which are commonly known as the lower lots, are allowed to have horses, those lots may be fully enclosed with appropriate materials and as approved by the ARB.

- i) On each lot, the lot owner shall install (not less than twenty-five (25) feet or more than 100 feet from the family dwelling) a self-draining water faucet attached to the water line feeding the dwelling from the main system.
- j) Roof material shall be of fireproof product, such as metal, fireproof fiberglass shake, or equivalent, and approved by the Architectural Committee.
- k) Driveways shall conform to Utah County Code including setbacks, width, and grade. A site plan showing the location of the driveway must be approved by the ARB.
- l) Remove all ladder fuels within the defensible space. Ladder fuels are defined as vegetation that allow as required, a permit should be obtained from Utah County prior to construction of a driveway. No driveway or lot shall be used to provide access to neighboring non-HOA properties adjacent to or near the Property.

10.29 Fire Prevention and Restrictions: The following rules and restriction shall apply to all portion of the Project in order to prevent loss due to fire:

- a) **Wildfire Mitigation:** Anyone who owns a home or property in forested areas should consider the hazard presented to their property by wildfire and should attempt to mitigate its effect. To this end these CC&Rs have adopted an acceptable wildfire mitigation plan in which maintaining defensible space will be a requirement of all property owners. Defensible space refers to that area between a house and an oncoming wildfire where the vegetation has been modified to reduce the wildfire threat and to provide an opportunity for firefighters to effectively defend the house. The effectiveness of defensible space increases when multiple property owners work together. Failure to comply with these requirements will result in fines equivalent to the cost of the work to be performed and a lien placed on the properties in question. To accomplish this, the following will be required:
 - 1) As a minimum, every structure shall have a defensible space of no less than 30 feet around all sides of the structure, including detached garages.

- 2) All down dead tress within the defensible space area shall be removed if not embedded in soil. If the down dead tree is embedded in the soil, remove all exposed branches.
 - 3) Remove all dead shrubs from within the defensible space and reduce thick layers of pine needles to a depth of two inches.
 - 4) Once grasses and wildflowers have dried out, cut down to a six-inch minimum within the defensible space.
 - 5) Remove all ladder fuels within the defensible space. Ladder fuels are defined as vegetation that allows a fire to move from lower growing plants to taller ones. Within the defensible space area, a vertical separation of three times the height of the lower fuel layer is required. For example, if a shrub growing adjacent to a large pine tree is three feet tall, the recommended separation distance would be 9 feet, (3-foot shrub height X 3 = 9 feet). This could be accomplished by removing the lower tree branches, reducing the height of the shrub, or both. The shrub could also be removed.
 - 6) All fuels shall be removed to a minimum of 15 feet around all chimneys, stove pipes and outdoor fireplaces.
 - 7) All vegetation that is removed or trimmed will be disposed of by chipping or removal.
 - 8) Property owners shall remove dead trees and dead branches so as to help mitigate risks to other lots.
 - 9) At least one exterior freeze proof self-draining water tap located 25-100 feet from the dwelling is required to permit hose protection to all sides and roof of dwelling.
- b) **Spark Arrestors:** Spark arrestors shall be installed and maintained on all chimneys or fireplaces or any other device designated to contain a fire, including any motor vehicles used in the Project.
- c) **Grills/Barbeques/Smokers:** Outdoor fires within the subdivision in permanent barbeques, portable barbeques, outdoor fireplaces or grills (in compliance to Utah County Ordinance 9-6-6-(c)(1)):
- 1) Must be a minimum of thirty (30) feet from any combustible material or non-fire-resistive vegetation.
 - 2) Are not to be used for the disposal of rubbish, trash, or combustible waste material.
 - 3) Shall be maintained in good repair and in a safe condition at all times.

- 4) (Additionally, openings of outdoor fireplaces shall be provided with an approved spark arrestor screen or door.)
- d) **Fire Pits:** Guidelines for Outdoor Fire Pits (in compliance to Utah County Ordinance 9-6-6-(c)(1))
- 1) Maintain a space of thirty (30) feet between fire pit and combustible materials and vegetation.
 - 2) A steel, concrete, or masonry ring should be around the sides of the fire pit.
 - 3) Fire pit should be at least fifteen (15) inches deep.
 - 4) A screen or spark arrestor, with openings no greater than ¼ inch, should be over and completely cover the top of the fire pit.
 - 5) One person 18 years of age or older must always attend the fire.
 - 6) Running water available from a hose that is attached to a working water spigot that is connected to the Soldier Summit Estates pressurized water supply and able reach the fire pit must be immediately available on site for fire suppression. In addition to the requirement that the hose be able to reach all the way to the fire pit, the available hose must be within thirty (30) feet of the fire pit until the fire pit is cold to the touch.
 - 7) At least one appropriately sized shovel and one large bucket (at least 3.5 gallons) must be dedicated and immediately available on site for fire suppression.
 - 8) Campfire must be completely extinguished and cold to the touch when not attended.
 - 9) Do not maintain a fire during windy conditions.
 - 10) All outdoor fires within the subdivision, including in outdoor fire pits, may only occur during times and seasons allowed by the US Forest Service. Any time there are burn restrictions by the US Forest Service in the Uintah National Forest Service District, those same restrictions apply to fires within the subdivision.
 - 11) Prior to ever having a fire in a fire pit on any property within the subdivision, the fire pit must (1) be approved by the county Fire Marshall, and (2) pass an inspection by the HOA Board or designated agent. The inspection will ensure the fire pit complies with all the above requirements for fire pits listed above. The inspection will have to be arranged by the property owner and the property owner must be present to invite and accompany the Safety, Security, and Compliance Director and other Board Member onto their property. Once the fire pit meets all requirements then documentation of compliance and photo of the fire pit will be maintained in the HOA

records. Any changes to a fire pit after passing inspection will require a new inspection to occur.

- e) No garbage incineration or burning shall be permitted on any lot except for purposes of cooking or heating a structure located on a lot.

10.30 Improvements: No permanent building or improvement can be initiated without the approval of the ARB.

10.31 Irrigation: The outdoor landscaping shall be natural in nature. Due to existence of grasses and natural trees surrounding each of the Lots, Owners are expressly prohibited from including lawns or other water-intensive landscaping on their Lots. Owners' form of irrigation is expressly limited to low flow "drip systems" within a maximum area surrounding the home as determined by the Committee.

10.32 Firearms/Hunting: The shooting of firearms or deadly weapons of any nature is prohibited within the Subdivision. Hunting of wildlife of any kind inside the boundaries of the Subdivision or within 1,000 feet of Subdivision boundaries is prohibited, including during established hunting seasons. Notwithstanding, the following is allowed:

- a) Use in the protection or safety of self and/or others.
- b) Safe use including target practice with bows & arrows, air or spring guns (BB guns, Pellet guns, AirSoft guns, Paintball guns) is permitted with the following guidelines:
 - 1) These acceptable weapons must only be used on the lot of which the shooter is an owner or guest of the owner.
 - 2) Projectiles (BBs, Pellets, Arrows, etc.) must reasonably be expected to fall or land on the property (lot) of which the shooter is an owner or guest of the owner and not land on an adjacent property.
 - 3) Safely position target practice into areas with an earthen backdrop, ensuring projectiles land into the ground.
 - 4) Do not shoot in the direction of any person, vehicle or structure.
 - 5) Adult supervision required.
 - 6) No shooting of animals or hunting within subdivision.

10.33 Recreational Vehicles/Tents/Camping:

- a) The following may be used on the Project for recreational purposes as long as they are in good working condition, temporary in nature, mobile, legally registered with the State of

Utah or another state if registerable, and have no permanent attachments such as porches, decks, awnings (accept for retractable awnings on recreational vehicles), skirts, and canopies:

- 1) Tents
 - 2) Teepees
 - 3) Camping Trailers
 - 4) Popup/Tent Trailers
 - 5) 5th Wheel Camping Trailers
 - 6) Campers
 - 7) Motor Homes
- b) In accordance with Utah County Code no tent or recreational vehicle (as defined above) may be in the subdivision or on a property (lot) occupied or unoccupied for more than 45 days in one calendar year.
- c) No Mobile or Manufactured Homes are allowed in the Project.
- d) All camping must be at least 50 feet from the road or adjacent property boundaries.
- e) A tent or recreational vehicle of a guest is permitted for seven (7) consecutive days or less.
- f) Only one lot owner-owned tent or recreational vehicle per lot may stay in the subdivision or on a lot for greater than seven (7) consecutive days.
- g) No dumping of black water (containing human waste) is allowed within the subdivision. Dumping of gray water (dish water, shower water, etc.) on one's own property is permitted in limited manner which must comply with state and local code or ordinances.
- 10.34 Rental Restriction: No renting of property, cabins or homes within the subdivision for use by others, including for camping. This rental policy is subject to the following exemptions:
- a. Long term rentals of cabin or homes for single family type use is permitted if:
 - i. The rental is for more than one (1) year and by only the same one renter;
 - ii. The HOA is notified at least 14 days in advance with a copy of the rental agreement and a list of permitted occupants (including the renter) during the rental period; and
 - iii. The HOA received a signed letter by the renter indicating they:
 1. Have received a copy of the HOA CC&Rs;
 2. Agree to obey and abide by all HOA CC&Rs while they are renting; and

3. Understand and agree to not allow subletting or subleasing the property.
 - b. No owner shall rent their lot, or any portion of the lot, for a term less than one (1) year. This provision specifically prohibits the rental of lots, or any portion of that lot, for vacation style nightly, daily, monthly or similar short-term rentals such as and including those rentals provided through online booking services like VRBO, AirBNB, Home Away, Classifieds, or other similar services.
- 10.35 Rental Restriction Misc. Provisions: The Association shall create, by rule or resolution, procedures to (1) determine and track the number of rentals and lots in the Association subject to the provisions described in Subsection 10.34 and (2) ensure consistent administration and enforcement of the rental restrictions.

ARTICLE XI ARCHITECTURAL REVIEW BOARD

11.0 Architectural Review Board ("ARB"). An Architectural Review Board may be appointed by the Board in accordance with the Bylaws and Articles of the Association to oversee any construction, re-construction, remodeling or altering of exterior Improvements. If no ARB is appointed, the Board will assume the duties and responsibilities of the ARB.

11.1 Approval by Board or ARB Required. No exterior Improvement of any kind will be constructed or commenced on any Lot(s) without the prior, written approval of the ARB. Approval of the Committee will be sought in the following manner:

- a) Plans Submitted. Owners may submit their plans to the property management company in person or via registered mail or email. Contact information for the property management will be provided by the ARB to the owner upon request. Plans are not considered received, submitted, or complete until the Owner receives written verification from the ARB that the submitted plans are complete. The owner must submit to the association management company two (2) complete sets of plans and specifications therefore, including:
 - 1) Finished grading plans;
 - 2) Plot/Site plan showing location of such structure(s) on the building site;
 - 3) Floor and roof plan with a list of materials to be used;
 - 4) Exterior elevations and sections;
 - 5) Salient exterior details and colors scheme, including material types and samples submitted to the Committee; and
 - 6) Driveway Approach Plan and Permit from Utah County.

Review. Once the owner has written confirmation that their submitted plans are reviewed and are complete, the ARB has up to 60 days to review the plans and respond in writing to the Owner determining whether or not the plans comply with the conditions imposed by the

Declaration and are consistent with and in architectural harmony with other Improvements within the Project. The Board or ARB may: (1) approve the plans; (2) reject the plans; (3) request additional information; or (4) require that certain conditions be met. The Board may also assess a design review fee in the amount of \$300.00. Requests from the Committee for the lot owner to provide clarification or additional information constitutes temporary disapproval until formal approval is ultimately given.

- b) Failure to Act. If the ARB fails to respond within 60 days, prior to construction the Owner must (1) request the Board of Directors discuss the owner's plans and lack of response from the ARB at the next board meeting and (2) approval of the plans must be given by the Board of Directors as a result of the board meeting and (3) the owner must complete the construction in accordance with the submitted plans. Notwithstanding the Improvement(s) shall not violate the terms and condition of the Declaration and shall be in architectural harmony with the other Improvements in the Project.

11.2 Variances. The ARB cannot grant any variance that has the effect of modifying applicable zoning or building code regulations or directly violates the Governing Documents. In rare circumstances a variance to the Architectural Controls in the Governing Documents might be pursued by the applicant and the burden of obtaining a variance is entirely on the applicant. This process must begin with the majority of the ARB agreeing a variance may be warranted or considered, but ultimately must be sent to and approved by a unanimous vote of the Board of Directors.

11.3 Board and ARB Not Liable. The Board, ARB and its members shall not be liable to the applicant for any damages, or to the Owners of any Lots within the Project for their actions, inactions, or approval or disapproval of any set of plans submitted for review. The Owners' shall have no claim against the Board or ARB as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has an equal duty and right to enforce these covenants against every other Owner and may seek independent redress if it believes the Board or ARB has acted improperly.

11.4 Limitations on Review. The ARB's review is limited to those matters expressly granted in this Declaration. The ARB shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the ARB prior to construction.

ARTICLE XII

CONSTRUCTION REQUIREMENTS AND RESTRICTIONS

12.0 Construction Requirements. The following regulations shall be enforced during the construction period of all improvements on the Project.

- a) Approximate Building Location. The Approximate Building Location or "ABL," which is

the limit of development on each Lot, is also the area within which all activities related to the improvements to be constructed must be confined, except as otherwise provided specifically in this Declaration or approved by the ARB

- b) Trash Receptacles and Debris Removal. Owners and builders shall cleanup all trash and debris at the end of each day; an approved trash receptacle must always remain on the site for this purpose to contain all lightweight materials or packaging. The receptacle must be positioned on the site alongside the access drive, clear of side and rear setbacks, adjacent road right(s)-of-way and neighboring properties. Trash receptacles must be emptied on a timely basis to avoid overflow of refuse; disposal shall be at a suitable off-site facility. Owners and builders are prohibited from dumping, burying, or burning trash anywhere on the Lot or in the Subdivision. Heavy debris, such as broken stone, wood scrap, or the like must be removed from the site immediately upon completion of the work of each trade that has generated the debris.
- c) Concrete Washout. All concrete washouts, from both trucks and mixers, must occur within the ABL of the Lot in a location and manner consistent with and in compliance of County Code and EPA SWPPP regulations. Washout in road rights-of-way, setbacks or on adjacent properties is strictly prohibited.
- d) Clean-up. During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or detriment to other Lots or open space. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed from public or private roads, open spaces and driveways or other portions of the Subdivision on a daily basis. Any clean-up costs incurred by the Association in enforcing these requirements shall be payable by the Owner.
- e) Sanitary Facilities. Each Owner or builder shall be responsible for providing adequate sanitary facilities for his/her construction workers. Portable toilets must be located within the ABL, clear of all setbacks and in a discreet location.
- f) Construction Access. The approved access drive approved by the ARB will be the only construction access to any Lot. The Board of Directors has the authority deny access to, or remove, any contractor, subcontractor, supplier, or invitee which is found to have committed multiple violations of (or failed to timely correct) any of the restrictions found within this Declaration or community rules as adopted by the Board of Directors. Owners are solely responsible to ensure that any contractor, subcontractor, supplier, or invitees of the owner are fully aware of the applicable restrictions, which may include providing copies of applicable documents. Any contractor, subcontractor, supplier, or invitee previously denied access or removed by the Board of Directors may only return to the Project upon written approval of the Board of Directors.
- g) Vehicles and Parking Areas. Construction crews will not park on, or otherwise use, undeveloped portions of Lots or open space. All vehicles shall be parked within the ABL. During very busy construction periods involving multiple trades such that all construction

vehicles cannot be confined to the site proper, the overflow vehicles may be temporarily parked along the shoulder of the roadway; in locations and for time periods solely as approved by the ARB. Vehicles may not be parked on neighboring Lots, in nearby driveways or on open space. Restoration of any native vegetation or roadway re-vegetation damaged by parking along the street frontage shall be the responsibility of the Lot Owner.

- h) Dust and Noise Control. The contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from public or private roads that is the result of construction activity on the site. The sounds of radios or any other audio equipment used by construction personnel must not be audible beyond the property perimeter of any Lot; repeated violations of this provision will precipitate a total prohibition of any on-site use of radios or audio equipment during construction.
- i) Material Deliveries. All building materials, equipment and machinery required to construct an improvement on any Lot must be delivered to and remain within the ABL of each Lot, clear of all setbacks. This includes all building materials, earth-moving equipment, trailers, generators, mixers, cranes and any other equipment or machinery that will remain overnight. Material delivery vehicles may not drive across adjacent Lots or tracts to access a construction site.
- j) Preservation of Property. The use of or transit over any other Lot, common area or amenity is prohibited. Similarly, the use of or transit over the natural area or setbacks outside the ABL of any Lot is prohibited. Construction personnel shall refrain from parking, eating, depositing of rubbish or scrap materials (including concrete washout) on any neighboring Lot, tract, or right-of-way.
- k) Protection of Subdivision Improvements and Restoration of Property. Each Owner shall be responsible for the protection of all subdivision improvements, roadways, common areas, or improvements of any other Lot which may be damaged by the activities of such Owner's contractor, subcontractor, agents, or employees. Upon completion of construction, each Owner and builder shall clean his/her construction site and repair all property which has been damaged, including but not limited to, restoring grades, planting shrubs and trees as approved or required by the Committee, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting, and fencing.
- l) Daily Operation. Noisy construction activity is prohibited on Sundays or legal holidays. No construction noise before 7:00 a.m. or after 9:00 p.m. seven (7) days a week.
- m) Construction Insurance Requirements. All contractors and sub-contractors must post evidence of insurance with their Lot Owner and the HOA prior to entering the construction premises.

ARTICLE XIII
OWNERS' MAINTENANCE OBLIGATIONS

13.0 Duty to Maintain. It is always the obligation of each Owner to maintain his Lot in order to preserve and enhance the enjoyment of the Community of Soldier Summit.

13.1 Repairs by Association. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration or County ordinance, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Association a lien on the Lot and any improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Lot in question. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

13.2 Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the ARB. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advance consent of the ARB.

13.3 Repair Following Damage. In the event of casualty loss or damage to the improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the ARB, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the ARB, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without a submitted plan for repairs commencing and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

ARTICLE XIV
INSURANCE

14.0 Insurance Requirement. EACH OWNER SHALL BE SOLELY RESPONSIBLE TO INSURE THE OWNER'S LOT AND IMPROVEMENTS AND DWELLING.

14.1 Insurance Policies. To protect the value of the properties in the Project, the following insurance policies may be required:

a) Hazard Insurance.

i. Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas and Right of Ways.

- 1) At a minimum, any required blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.
- 2) Any blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

b) Flood Insurance. If the property insured by the Association is not situated in a Special Flood Hazard Area, the Association may nonetheless, if approved by a majority of Owners, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.

c) Earthquake Insurance. The Association may nonetheless, if approved by a majority of Owners, purchase earthquake insurance to cover earthquakes not otherwise covered by blanket property insurance.

d) Property Insurance Deductible. The Association shall keep an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible. If the amount held in this account is used to pay any deductible, it shall be replenished within (12) months.

e) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board of Directors determines that a claim is likely not to exceed the Association's property insurance policy deductible the Association need not tender the claim to the Association's insurer.

14.2 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner,

against liability incident to the use, ownership or maintenance of the Common Area, or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner.

14.3 Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board of Directors, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). The policy shall provide coverage for defamation.

14.4 Insurance Coverage for Theft and Embezzlement of Association Funds. If reasonably available, the Association shall obtain insurance covering the theft or embezzlement of funds that shall provide coverage for an amount of not less than the sum of three months regular assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and provide coverage for theft or embezzlement of funds.

14.5 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable to the Association; and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Dwellings. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

14.6 Owner Act Cannot Void Coverage under Any Policy. An Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

14.7 Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

14.8 Repair & Reconstruction. If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners, as provided in the Governing Documents.

ARTICLE XV
DAMAGE & DESTRUCTION

15.0 Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas or Right of Ways covered by insurance written in the name of the Association, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

15.1 Any damage or destruction to the Common Areas shall be repaired or reconstructed after review by the Association. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas or Right of Ways shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

ARTICLE XVI
DISBURSEMENT OF PROCEEDS

16.0 If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Areas shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner(s) shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account.

ARTICLE XVII
REPAIR AND RECONSTRUCTION

17.0 If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners as provided in the Governing Documents.

ARTICLE XVIII
CONDEMNATION

18.0 Whenever all of any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of members representing at least fifty one percent (51%) of the total Association vote by any authority having the power of condemnation or eminent domain), each Owner shall be entitled to notice thereof. The award made

for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: if the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Owners representing at least fifty one percent (51%) of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If the taking does not involve any improvements of the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XIX **ANNEXATION**

19.0 Annexation. Additional phases within the Undeveloped Land may be added to the Project pursuant to the following procedures, and subject to the limitations as follows:

- a) The Association may annex additional land into the Project by obtaining approval of such annexation from (a) the owner or owners of the land to be annexed and (b) 51% of the Owners.
- b) The annexation of any such land shall become effective upon the recordation in the office of the County Recorder of Utah County, Utah, of (a) a subdivision plat or map covering the land to be annexed and (b) a supplemental declaration which (i) describes the land to be annexed or incorporated by reference to the description contained in the subdivision plat, (ii) declares that the annexed land is to be held, sold, conveyed, encumbered, leased, occupied and improved as part of the property subject to this Declaration, (iii) sets forth such additional limitations, restrictions, covenants and conditions as are applicable to the annexed land, (iv) states which portions of the annexed land are Common Areas and which portions are Lots within any new land classification, provided that the nature and incidents of any such new land classification shall be fully set forth in such supplemental declaration or in another supplemental declaration previously filed with respect to some portion of the property, and (v) describes generally any improvements situated on the annexed land. When any such annexation becomes effective, the annexed land shall become part of the Project and subject to this Declaration.
- c) All future phases adjacent to current phases must adhere to current CC&Rs.

ARTICLE XX **MISCELLANEOUS PROVISIONS**

20.0 Violation Deemed a Nuisance. Any violation of these covenants that is permitted to remain on the Property is deemed a nuisance and is subject to abatement by the Association or by any other Owner.

- a) Any single or continuing violation of the covenants contained in this Declaration may be

enjoined in an action brought by an Owner or by the Association. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including reasonable attorney fees and court costs.

- b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.
- c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.
- d) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

20.1 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

20.2 Limited Liability. Neither the Board, the Architectural Review Board, its individual members, nor any Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these covenants, and without malice.

20.3 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in Dwelling or property, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process, and record necessary and appropriated documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

20.4 No Representations and Warranties. EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR RESIDING IN THE PROJECT THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PROJECT AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE PROJECT.

20.5 Conflicting Provisions. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration, the Plat, the Articles, Bylaws, and then the Rules.

20.6 Amendment. At any time while this Declaration is in effect, the covenants herein contained can only be modified by a vote of not less than sixty-seven (67%) of eligible lot owners.

20.7 Constructive Notice. Every person who owns, occupies or acquires any right, title or interest in any Lot in the Project is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provision of this Declaration against his/her Lot, whether or not there is any reference to this Declaration in the instrument by which he/she acquires interest in any Lot.

20.8 Notices. All notices under this Declaration are provided as set forth in the Bylaws.

20.9 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Project. Headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

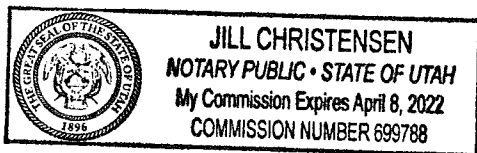
20.10 Liability for Willful or Negligent Damage: Maintenance, repair or replacement of all or any part of common facilities arising out of or caused by the willful or negligent act of a Member, his family, guests or invitees shall be at such Member's expense or a Special Assessment therefor shall be assessed against his Lot.

Soldier Summit Estate Owners Association, a Utah non-profit corporation

By: Kristal Thompson
 Its: Board Member

STATE OF UTAH)
 : SS
 COUNTY OF Utah)

On this 17 day of July, 2020, personally appeared before me Kristal Thompson, who being by me duly sworn, did say that he/she is the Board Member of Soldier Summit Estate Owners Association, a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

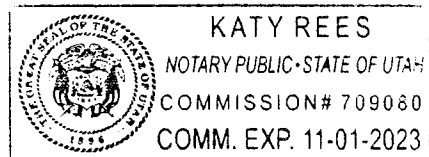


[Signature]
 Notary Public
 Residing at: Provo, UT
 My Commission Expires: 4-8-22

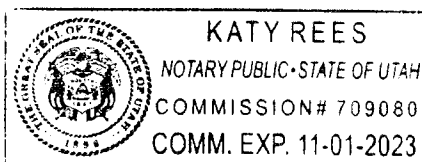
Soldier Summit Estate Owners Association, a Utah non-profit corporation

By: Ryan Ollerton
 Its: Board President

STATE OF UTAH)
 : SS
 COUNTY OF Utah)



On this 10 day of August, 2020, personally appeared before me Ryan Ollerton, who being by me duly sworn, did say that he/she is the president of Soldier Summit Estate Owners Association, a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



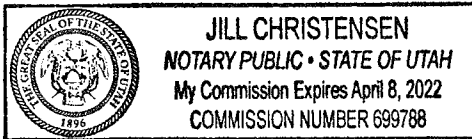
[Signature]
 Notary Public
 Residing at: Lehi, UT
 My Commission Expires: 11-01-2023

Soldier Summit Estate Owners Association, a Utah non-profit corporation

Marc Christensen
 By: Marc Christensen
 Its: Board Member

STATE OF UTAH)
) : ss
 COUNTY OF Utah)

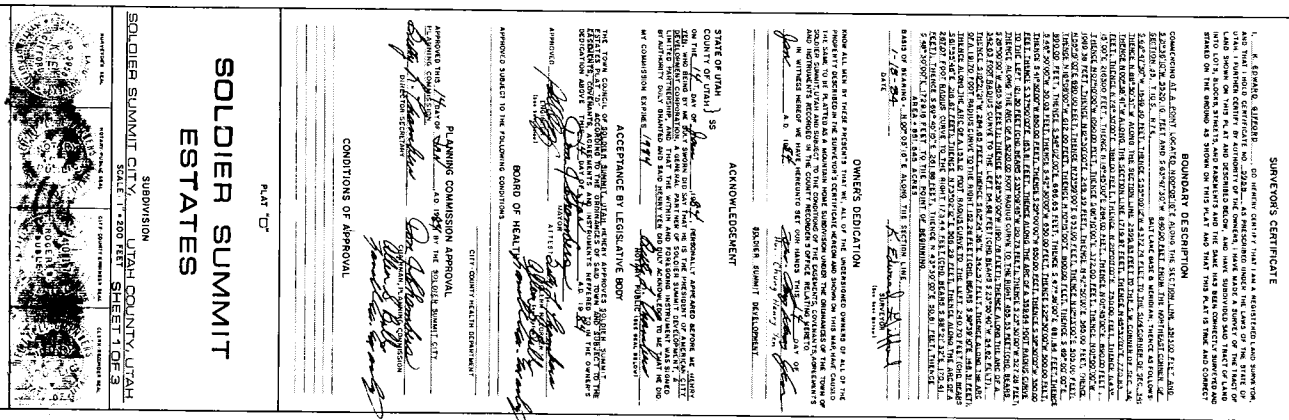
On this 16 day of July, 2020, personally appeared before me Marc Christensen, who being by me duly sworn, did say that he/she is the Board Member of Soldier Summit Estate Owners Association, a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



Jill Christensen
 Notary Public

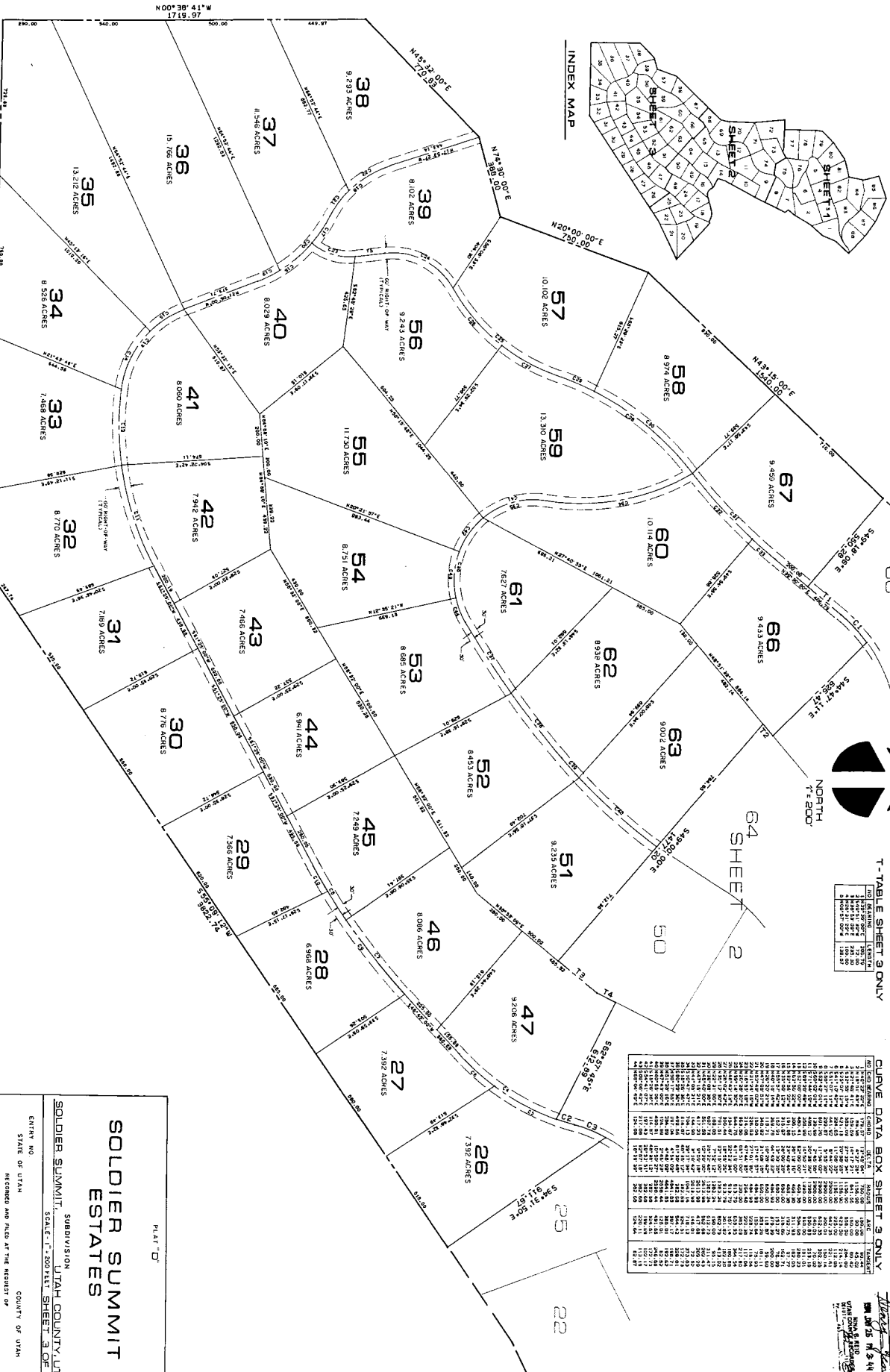
Residing at: Provo, Utah
 My Commission Expires: 4-8-22

NO.	BEARING	LENGTH
1	S 37° 00' 00" E	158.51
2	S 54° 30' 00" W	30.03
3	N 25° 47' 00" W	30.00
4	N 60° 03' 38" E	182.28
5	N 08° 52' 21" E	30.00
6	N 47° 28' 00" E	182.08
7	N 38° 45' 00" E	133.87
8	N 47° 51' 00" E	80.00

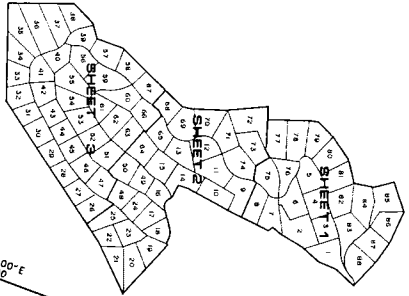




2964-28



INDEX MAP



T-TABLE SHEET 3 ONLY

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CURVE DATA BOX SHEET 3 ONLY

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 RECORDED AND FILED AT THE REGISTER OF
 COUNTY OF UTAH
 DATE: _____ TIME: _____
 REC'D: _____

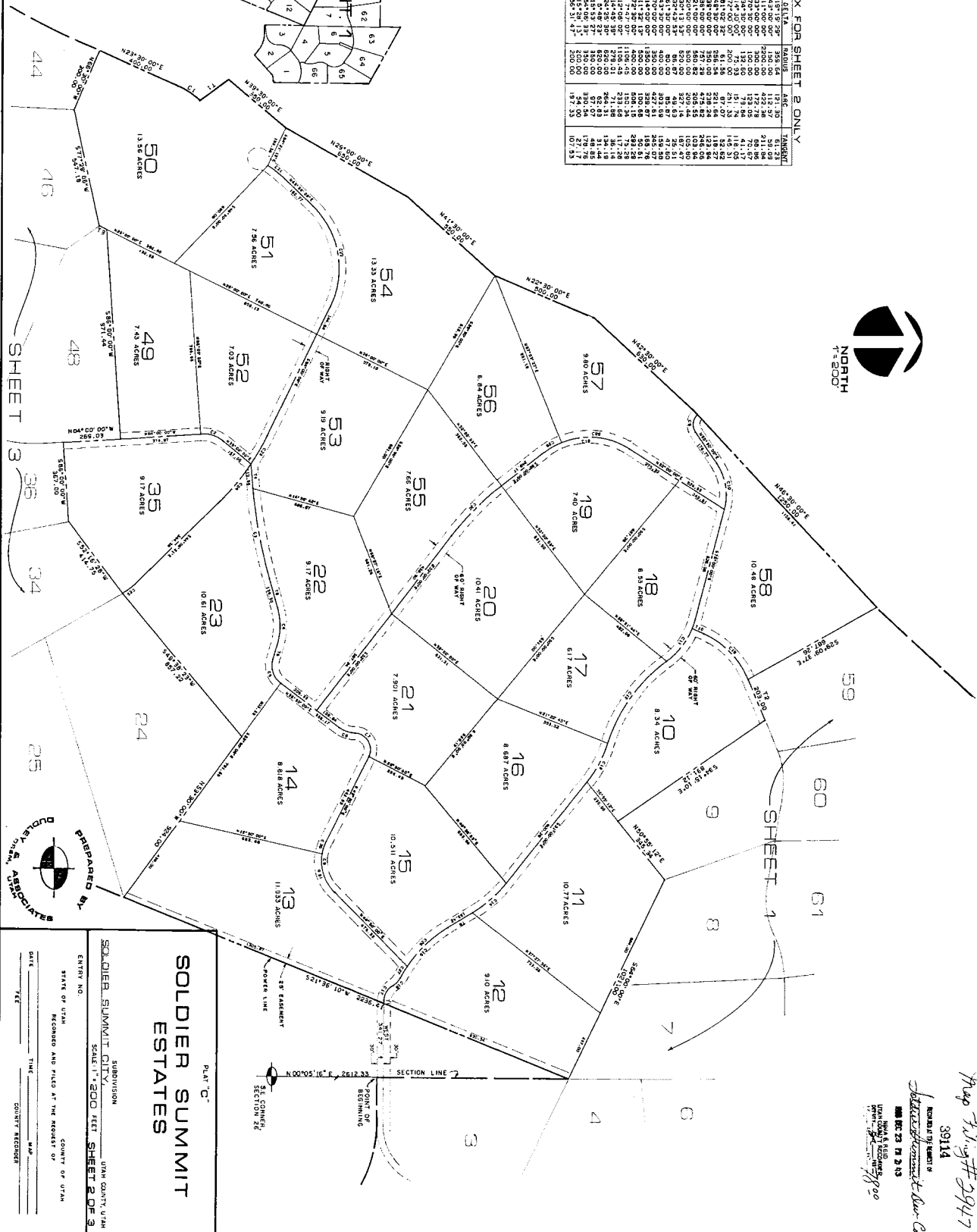
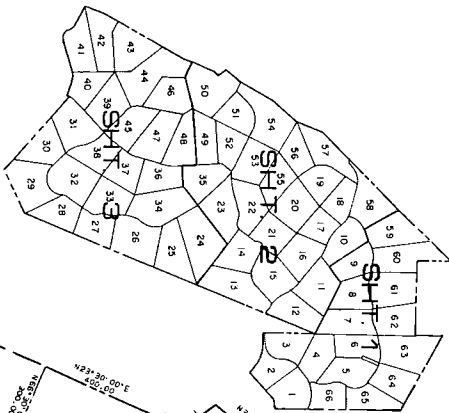
2964-28

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FOR SHEET 2 ONLY
T-TABLE



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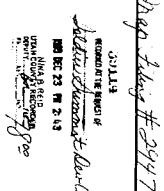
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Johnston County N.C.

MAY DEC 23 PM 2:10

NORTH CAROLINA
DEPT. OF REVENUE
DIVISION OF RECORDS & ADMINISTRATION
Raleigh, NC 27601

1800

SOLDIER SUMMIT



**AMENDED & RESTATED BYLAWS
OF SOLDIER SUMMIT ESTATES HOMEOWNERS ASSOCIATION**

The following are the Amended, Restated & Consolidated Bylaws of Soldier Summit Estate Owners Association, a Utah nonprofit corporation (the "Association"). These Bylaws shall replace any prior bylaws, whether or not recorded, and any amendments thereto, through the date these Bylaws are recorded. Upon recordation of these Bylaws, they are binding upon the Association and all present and future Owners and/or occupants.

ARTICLE I
DEFINITIONS

Section 1.0 Definitions. All terms used but not defined herein shall have the meanings given them under that certain Amended & Restated Declaration of Covenants, Conditions & Restrictions for Soldier Summit Estates Subdivision, of even date and recorded in the Official Records of the Utah County Recorder's Office (hereinafter referred to as the "Declaration"), and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein, as if set forth herein at length. The term "Owner" shall mean and refer to those persons entitled to membership in the Association, as provided in the Declaration and Articles of Incorporation of the Association.

ARTICLE II
MEETINGS OF OWNERS

Section 2.0 Annual Meetings. An annual meeting of the Owners shall be held no less than once each calendar year. Unless otherwise determined by the Board, the annual meeting of the Owners shall be held on the first Saturday in May of each year at a location in Utah County, Utah and a time designated by the Board. The Board may modify the date, time and location of the annual meeting in accordance with Section 2.3 below.

Section 2.1 Special Meetings. Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least twenty percent (20%) of the total membership, as defined in the Declaration.

Section 2.2 Notice of Meetings. Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via: (1) email or other electronic communication. Notice, subject to Section 2.4, shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days, to each Owner entitled to vote at the email or electronic address provided by the Owner to the Board. Said notice is effective upon sending the email, electronic communication, or by depositing with the U.S. Postal Service, postage prepaid. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 2.3 Quorum. The quorum required for any action BY THE OWNERS hereunder or in the Declaration, unless otherwise specifically set forth in the Declaration,

shall at least fifty percent (50%) of all outstanding votes of Owners in good standing shall constitute a quorum for the transaction of business. If a quorum is not met, the vote deadline or meeting shall be postponed or extended to a date of not more than thirty (30) days and not less than twenty-four (24) hours at which time the Owners and proxies construing 50% or more of all outstanding votes of Owners in good standing shall again constitute a quorum for transacting business. In the case of any postponement or extension, no notice of such rescheduled vote or meeting shall be required except an announcement thereof at the original vote or meeting and an electronic notification with the new vote deadline or meeting time, date and location to those Owners who have previously provided an email or other electronic means to the Association for notice purposes.

Section 2.4 Proxies. At all meetings of Owners, each owner may vote by submitting their ballot in person, by proxy, or through mail, email or other acceptable electronic means. All proxies shall be in writing, signed by the Owner, and filed with the Board on or before said meeting. Notwithstanding, any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of his Lot. If conflicting proxy votes for an Owner or Lot exist, said proxy votes will not be counted.

Section 2.5 Conduct of Meetings. The President, or in his absence the Secretary, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of directors, adopted resolutions, adopted Rules and other matters coming before the Owners.

Section 2.6 Action Taken Without a Meeting. Any action that may be taken at any annual or special meeting of members may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted.

In addition, the Board may obtain approvals and conduct business through mail or email/electronic ballots. The ballots must set forth each proposed action and provide the option of voting for or against each proposed action. In order for the action to pass, members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted, must vote in favor of the action. The ballots must also specify the period during which the Association shall accept written ballots for counting. Following this period, the Association shall provide notice to Owners of whether such action was or was not approved. Ballots may be distributed before or after a meeting in which an action might be taken, and any ballots returned within the time allowed on the ballot shall be counted towards quorum requirements as long as the action stated on the ballot matches the precise motion or action presented at the related meeting and owners at the meeting are notified that ballots will be sent out to owners not in attendance, or ballots were distributed before the meeting.

An Owner may revoke a prior consent if the revocation is provided to the Board in writing and is received by the Board prior to the effectiveness of the action taken, as provided for in this Section.

Section 2.7 Voting. Only an Owner that is current on all assessments and charges due and owing shall be deemed in good standing and entitled to vote, including at any annual or special meeting or by written consent. For purposes of meeting quorum requirements, for every voting interest of owners that is not in good standing, the total number of voting interests to which the 50% quorum is applied to shall be reduced by the number of ineligible voting interests. Unless otherwise stated in these Bylaws or the Declaration, any action requiring a vote of the members may be passed with a simple majority in favor of the action once quorum requirements are met.

The Association shall have one class of voting membership, and each Owner shall be entitled to one equal vote for each Lot in which they are an Owner. There shall only be one vote for each Lot in the Project. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association, that Person shall be entitled to cast the vote appertaining to that Lot. But if more than one of such Person(s) is present, the vote appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The vote appurtenant to any one Lot may not be divided between Owners of such Lot. If the vote of a majority of the Owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot.

The Association shall honor the vote of a successor trustee of any trust that is an Owner and shall honor the vote of an individual that is a holder of a Limited or General Durable Power of Attorney with respect to an Owner who is disabled or unavailable, as though such vote were the vote of the Owner.

ARTICLE III

BOARD, SELECTION AND TERM OF OFFICE

Section 3.0 Number & Tenure. The affairs of the Association shall be managed by a Board of Directors composed of seven (7) individuals ("Board"). Members of the Board of Directors shall serve for a term of two years; provided, however, that initially, the Board shall identify three of the seven members of the Board to serve for a one-year term and other four members shall serve for a two-year term. Thereafter, all members elected each year shall serve for a two-year term. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal. Any change in the number of Directors may be made only by amendment of these Bylaws. In the event that there are not seven individuals qualified and willing to serve as a Director, the Association may be managed by as few as three (3) Directors, however, the number of Directors serving shall be the number of individuals qualified and willing to serve, up to seven (7). In the event of an even number of Directors, the

Association President shall hold the tie breaking vote on all actions taken by the Directors.

Section 3.1 Eligibility. All members of the Board shall be Owners in good standing with voting privileges.

Section 3.2 Resignation & Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed from the Board, with or without cause, by a vote of at least (51%) of the Owners of the Association eligible to vote. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

Section 3.3 Compensation. No Director shall receive compensation for any service he may render to the Association as a member of the Board of Directors. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties. Notwithstanding the previous restriction on board member compensation, some board members may also be hired to perform services which would otherwise be paid to third party vendors, such as for winter snow removal, in which case, with Board approval, reasonable and market appropriate compensation may be paid to the individual, or company affiliate with the individual, and any such services performed under these agreements shall not violate Section 3.3.

Section 3.4 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 3.5 No Estoppel or Reliance. No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

Section 3.6 Records Retention. The Board shall take appropriate action to develop, implement and update procedures for record retention. The Board should maintain documents in a manner to be easily accessible and copied. The Board may budget specifically for this expense and may seek the advice of consultants in developing retention procedures.

ARTICLE IV **NOMINATION AND ELECTION OF DIRECTORS**

Section 4.0 Nomination. Nomination for election to the Board will be called prior to the notification of the annual general meeting. Interested members shall submit a brief resume by mail or email to the President of the Board or his assignee. Resumes, ballots, and proxies will be mailed to the membership prior to the annual general meeting.

Section 4.1 Election. The election of Directors shall be by written ballot, the persons receiving the largest number of votes shall be elected. Ballots and proxies will be mailed or emailed prior to the annual general meeting. Ballots may be returned in person, by proxy, or through mail, email or other acceptable electronic means to the association management company or as designated on the ballot.

ARTICLE V

MEETINGS OF THE BOARD

Section 5.0 Regular Meetings. Regular meetings of the Board shall be held at least annually, or more frequently as determined by the Board. All notices shall be provided by email or other electronic means. Directors are required to provide an email or electronic address for purposes of notice of Board meetings. Notice shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days.

Owners may attend regular board meetings except when the Board is in executive session. The Board shall provide notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings.

Section 5.1 Special Meetings. When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required ten (10) days' notice for a regular meeting, a special meeting may be called by the President or by any three (3) Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 5.2 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.3 Conduct of Meetings. The President, or in his absence the Secretary, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of Officers, adopted resolutions, adopted Rules and other non-privileged matters coming before the Directors. The Board shall keep a copy of all approved minutes and make them reasonably available to Owners upon their written request. Corrections and/or changes to the minutes shall be made at the next meeting of the Board

ARTICLE VI

POWERS AND DUTIES OF THE BOARD

Section 6.0 Powers and Duties. The Board shall have all the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and as outlined below. The Board may delegate its authority to a manager or managers, subject to any limitations or provisions contained in the Declaration, the Board shall be responsible for several activities including, but not limited to the following:

- (a) Management of the Association;
- (b) Preparation of annual assessments and budget;
- (c) Collection of assessments;
- (d) Maintenance of a bank account for the Association and designating required signatories;
- (e) Maintenance of the Common Areas and Facilities;
- (f) Maintenance of private roadways, right of ways, gates and bridges;
- (g) Maintenance of any private water system or other private utility in Common Areas;
- (h) Adoption and amendment of rules and regulations;
- (i) Enforcement of the Declaration, including the retention of legal counsel;
- (j) Commencement of legal action when necessary;
- (k) Imposition of fines, sanctions and citations;
- (l) Payment of any amount necessary to discharge any mechanic's or materialman's lien or other encumbrance levied against the Common Area or Facilities;
- (m) Purchase of and maintenance of insurance;
- (n) Maintenance of books and records of the Association;
- (o) Emergency repairs;
- (p) Maintenance of parking; and
- (q) Performance of other actions and duties to enforce the terms and conditions of the Declaration and effectively manage the Association.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 7.0 Enumeration of Officers. The officers of this Association shall be a president, secretary, treasurer and such other office as designated by the Board, who shall at all times be members of the Board, and such other officer as the Board may from time to time, by resolution, create. In addition to the above offices, the following offices are to be filled by Members of the Board:

- (a) Summer Maintenance Coordinator
- (b) Winter Maintenance Coordinator
- (c) Safety/Security Coordinator
- (d) Outside Services Coordinator
- (e) Information Coordinator
- (f) Volunteer Coordinator

Specific tasks associated with each position shall be decided and assigned by the Board.

Section 7.1 Election of Officers. The election of officers shall take place at the first Board meeting following the annual meeting of the Owners. Elected officers shall serve in their office for a period of one (1) year. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

Section 7.2 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period,

have such authority, and perform such duties as the Board may, from time to time, determine. Appointed officers, which do not include the elected or appointed Board of Directors, must be: Owners in good standing; may not vote; and may be removed by the Board at any time, with or without cause.

Section 7.3 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Director or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by a majority of the Board of Directors at any time, with or without cause. In the event of death, resignation or removal of an officer, his successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

Section 7.4 Multiple Offices. The offices of secretary and treasurer may be held by the same person. However, the person holding the office of president cannot hold either the secretary or treasurer positions while serving as president. It is permissible that a Director of the Board may be both an officer and a coordinator. It is also permissible that a Director of the Board may hold more than one coordinator position. No person shall simultaneously hold more than one of any of the other offices, except temporarily in the case of special offices created pursuant to Section 7.3 of this Article or the death, resignation or removal of an officer.

Section 7.5 Duties. The duties of the officers are as follows:

President: The president shall preside at all meetings of the Board and shall see that orders and resolutions of the Board and/or the Owners are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes on behalf of the Association.

Secretary: The secretary shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board. The secretary shall also record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners; keep appropriate current records showing the Owners of the Association together with their addresses and shall perform such other duties as required by the Board.

Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the association; keep proper books of account; if the Board deems appropriate, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Owners.

Other Offices: Other offices shall have the duties and obligations as set forth by the Board.

ARTICLE VIII **COMMITTEES**

Section 8.0 Committees. The Board may, if it elects, appoint such committees as deemed appropriate in carrying out its purposes, including appointment of an Architectural Review Board. If no Architectural Review Board is appointed, then those duties fall to the Board of Directors. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

ARTICLE IX **INDEMNIFICATION**

Section 9.0 Indemnification. No Director, officer, or member of a committee shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Director, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Director, officer of the Association, or a member of a duly formed committee, as well as such person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Director, officer of the Association, or member of a committee or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him/her as such Director, officer, or committee member, and shall advance and reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the right, in its sole discretion, to defend such person from all suits or claims; provided further. However, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted.

Section 9.1 Settlement of Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Directors, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE X
AMENDMENTS, ORDER OF PRECEDENCE

Section 10.0 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person was in attendance at the meeting – they are waived if the issue upon which the objection was based was perceptible and no objection to the particular procedural issue is made at the meeting; or
- (b) If the objecting person was not in attendance at the meeting but has proper notice of the meeting, they are waived; or
- (c) If the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived; or
- (d) If the objecting person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, within 60 days of receiving actual notice of the occurrence of the meeting or of any decision that was made at the meeting; or
- (e) For any action, vote, or decision that occurred without a meeting, within 60 days of receiving actual notice of the occurrence of the action, vote, or decision.

Section 10.1 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific and shall include identification of the specific provision of the Governing Documents or other law that is alleged to have been violated and a brief statement of the facts supporting the claimed violation.

Section 10.2 Irregularities that Cannot Be Waived. The following irregularities cannot be waived under the prior subsection:

- (a) Any failure to comply with the provisions of the Declaration;
- (b) Any failure to obtain the proper number of votes required to pass a measure;
or
- (c) Any irregularity that is the result of fraud or that was done knowingly and intentionally in violation of the applicable standards.

ARTICLE XI
AMENDMENTS, ORDER OF PRECEDENCE


Section 11.0 Amendment. These Bylaws may be amended by a vote of not less than sixty-seven (67%) of eligible lot owners. An amendment to these Bylaws shall be effective immediately upon recordation in the Office of the Utah County Recorder, State of Utah. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XII
FISCAL YEAR

Section 12.0 Fiscal Year. The fiscal year of the Association shall begin on the first day of October and end on the 30th day of September of every year, except that the first fiscal year shall begin on the date of incorporation.

The foregoing Bylaws are adopted by the undersigned and made effective upon recordation in the Office of the Utah County Recorder, State of Utah.

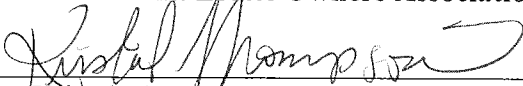
Soldier Summit Estate Owners Association, A Utah Non-Profit Corporation


By: Ryan Ollerton
Its: Member of the Board of Directors and President


Soldier Summit Estate Owners Association, A Utah Non-Profit Corporation


By: Scott Kimball
Its: Member of the Board of Directors and Information Coordinator


Soldier Summit Estate Owners Association, A Utah Non-Profit Corporation


By: Kristal Thompson
Its: Member of the Board of Directors and Volunteer Coordinator

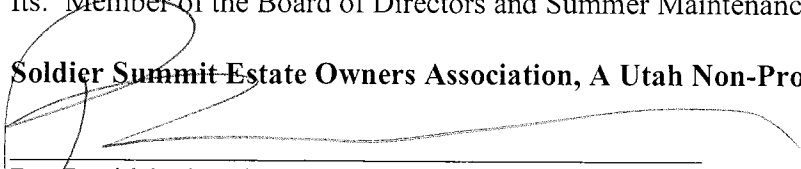
Soldier Summit Estate Owners Association, A Utah Non-Profit Corporation


By: Marc Christensen
Its: Member of the Board of Directors and Winter Maintenance Coordinator

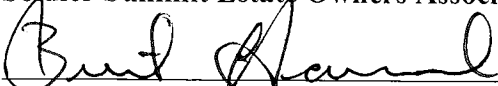
Soldier Summit Estate Owners Association, A Utah Non-Profit Corporation


By: Gaylen Stewart
Its: Member of the Board of Directors and Summer Maintenance Coordinator

Soldier Summit Estate Owners Association, A Utah Non-Profit Corporation


By: David Sudweeks
Its: Member of the Board of Directors and Outside Services Coordinator

Soldier Summit Estate Owners Association, A Utah Non-Profit Corporation


By: Brent Harwood
Its: Member of the Board of Directors and Safety and Security Coordinator