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MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND
RESERVATION OF EASEMENTS
FOR
NORTH LOGAN VILLAGE
(a Utah Expandable Commercial/Residential Community)

July 2020

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**MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND
RESERVATION OF EASEMENTS
FOR
NORTH LOGAN VILLAGE**

This Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for North Logan Village (“Master Declaration”) is made and executed as of the date signed below, by Sierra Homes Construction, Inc., a Utah Corporation (“Declarant”).

RECITALS

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- A. Declarant is the owner of real property located within the boundaries of the Logan City, Cache County, State of Utah, which real property is more particularly described in Exhibit “A” (the “Property”). That real property added to the Project in the future shall be included within the definition of “Property” at such time as a declaration is recorded against that real property.
- B. Declarant is creating a development that will be known as North Logan Village (hereinafter “North Logan Village” or the “Project”) on the Property. The Project will contain residential buildings and may also contain one or more commercial buildings. In addition, there may be additional owners’ associations, herein referred to as Sub-Associations, added to the Project. The Sub-Associations may consist of townhome PUD associations and condominium associations, but no assurance is made regarding the type and number of Associations that will be included within the Property. All Sub-Associations will be subject to this Master Declaration. Sub-Associations will also be subject to governing documents that only apply to each Sub-Association. The Project will also contain other amenities as shown on the Map.
- C. Certain land (the “Additional Property”) may not be currently owned by Declarant, or Declarant has chosen not to record this Master Declaration against those lands at this time. Declarant may include the Additional Property as part of the Project on such terms as may be determined in the sole discretion of the Declarant. Nothing within this Master Declaration shall act as a floor or cap to the number of Lots or Units Declarant may add to or include within the Project.
- D. In furtherance of a common plan of development for the Project, Declarant intends to adopt this Master Declaration affecting the Property and to reserve easements across certain portions of the Property for the benefit of other portions of the Property and the Additional Property. Declarant will develop and convey all Lot and Units in the Project

Master Declaration and subject to and together with such easements, all of which shall run with the title to the Property as hereinafter set forth.

- E. Declarant has created or will create the North Logan Village Master Association, Inc, to which Declarant in due course will delegate and assign the powers of enforcing this Master Declaration, and collection and disbursing the Assessments and the functions and obligations of the Master Association created in this Master Declaration.
- F. Sub-Associations will provide for the management and operation of each Sub-Association and may levy and collect Assessments on Lots or Units within each Sub-Association, and shall administer and enforce the terms of the Sub-Association Declarations for each such Sub-Association, except to the extent enforcement is otherwise retained by the Master Association as set forth herein.
- G. The purpose of this Master Declaration is to create an entity (the Master Association) that shall possess the power assist the Sub-Associations in equalizing the maintenance costs associated with maintaining certain portions of a Sub-Association's Common Area that are used by the members of more than one Sub-Association. The Master Association shall have the authority to administer and enforce the provisions of this Master Declaration. It is intended that this Master Declaration shall serve as a binding contract between the Master Association, each Sub-Association, and the members thereof; however, nothing herein, is intended to create a contractual relationship between Declarant and the Master Association or Declarant and any Sub-Association or the owner or any Lot or Unit within a Sub-Association, or to inure to the benefit of any third-party.
- H. Declarant intends, by recording this Master Declaration in the Office of the County Recorder of Cache County, State of Utah, to impose upon the Property mutually beneficial obligations, rights and restrictions under a general plan of improvement for the benefit of all the Property and all futures owners thereof.

NOW THEREFORE, for the forgoing purpose, the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I DEFINITIONS

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When used in this Master Declaration or in the Master Bylaws which are made a part of this Master Declaration and are attached hereto as Exhibit "B", the following terms shall have the meaning indicated.

- 1.1 "Act" shall mean and refer to the Utah Community Association Act, codified beginning at Section 57-8a-101, et al, Utah Code Annotated, as the same may be amended from time to time.

- 1.2 **“Additional Property”** shall mean any of the real property which Declarant may, at some future point, elect to make part of the Project. Declarant need not own any of the Additional Property to include it as part of the Project. Declarant makes no representations that the layout and configuration of the buildings, Lots and Units that are added to the Project, except to say that any Additional Property, to be added to the Project, must be located within at least 1,000 feet of the Project.
- 1.3 **“Articles”** shall mean the Articles of Incorporation of the North Logan Village Master Association, Inc., as such Articles may be amended from time to time.
- 1.4 **“Assessment”** shall mean the charge against each Sub-Association.
- 1.5 **“Association”** shall mean the North Logan Village Master Association, a Utah nonprofit corporation.
- 1.6 **“Board”** or **“Board of Directors”** shall mean the Board of Directors of the Master Association, appointed in accordance with the Articles and Master Bylaws of the Master Association. The Board shall act as the governing body of the North Logan Village Master Association.
- 1.7 **“Common Areas”** shall mean and refer to all real property located within a Sub-Association that is not included within a Lot or Unit or in which the Sub-Association owns an interest for the common use and benefit of its members, including but not limited to (a) the real property and interests in real property that is part of any Sub-Association and all improvements constructed thereon, excluding the individual Lots and/or Units, and (b) all Common Areas designated as such in the Plat for any Sub-Association.
- 1.8 **“Common Expenses”** shall mean and refer to all sums which are expended on behalf of the Master Association and all sums which are required by the Board to perform or exercise the functions, duties, or rights under this Master Declaration. It is contemplated that most, if not all, of the Common Expenses received by the Master Association will be paid to one or more Sub-Associations in an effort to equalize the cost associated with maintaining and repairing the Shared Common Areas.
- 1.9 **“Declarant”** shall mean and refer to Sierra Homes Construction, Inc., a Utah limited liability company and its successors and assigns.
- 1.10 **“Lot”** shall mean a separate parcel of real property as shown on a Plat for any Sub-Association which is intended for commercial use or single-family residential use.
- 1.11 **“Manager”** shall mean the person, firm or company designated from time to time by the Master Association to manage, in whole or in part, the affairs of the Master Association and the Project.
- 1.12 **“Master Association”** means the North Logan Village Master Association, Inc. Members of the Matter Association include all Members as defined below.

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- 1.13 **“Master Bylaws”** shall mean the Bylaws of the Master Association attached hereto as Exhibit “B” and adopted as the Bylaws of the Master Association, as such bylaws may be amended from time to time.
- 1.14 **“Master Declaration”** shall mean and refer to this document, as the same may be amended from time to time.
- 1.15 **“Master Community”** shall mean that development known as North Logan Village and all the Lots, Units, Common Areas and Additional Property that are platted as part of and included within North Logan Village. Additional phases of the Project shall also be part of the Master Community. Declarant makes no representations that the layout and configuration of the buildings, Lots and Units in the Master Community or regarding the location, type, or number of buildings, Lots and Units that may be constructed within the Master Community.
- 1.16 **“Member”** shall mean and refer each Sub-Association that governs any property within the Project.
- 1.17 **“Period of Administrative Control”** shall mean and refer to a period of time commencing on the date this Master Declaration is recorded and terminating on the occurrence of the earliest of the following events: (a) ten (10) years from the effective date of this Master Declaration, or (b) the Declarant executes and records a written transfer of control document.
- 1.18 **“Plat”** shall mean and refer to the record of survey Plats for individual phases or Sub-Associations of the Project recorded with the office of the Cache County Recorder, as may be amended from time to time.
- 1.19 **“Project”** shall mean any of the Property governed by this Master Declaration.
- 1.20 **“Property”** shall mean and refer to the Property described in Exhibit “A,” including without limitation the Common Areas, Lot and Units. The term “Property” shall also include any Additional Property that is made subject to this Master Declaration.
- 1.21 **“Shared Common Areas”** shall mean and refer to a portion of a Sub-Association’s Common Area that is used by or benefits members of more than one Sub-Association. The initial Shared Common Areas are identified in map attached as Exhibit “C”.
- 1.22 **“Sub-Association”** shall mean a distinct group of Lots or Units generally in close proximity to each other and usually sharing a common name and/or architectural theme, and which is part of a separate owner’s association formed in connection with the development of the Property. Each Sub-Association shall be governed by its own governing documents (in addition to this Master Declaration).
- 1.23 **“Unit”** shall mean a unit as shown on the plat for any Sub-Association, which unit is intended for commercial use or single-family residential use, which unit is subject to the

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provisions of the Utah Condominium Ownership Act (U.C.A. §57-8-1, et al) (the “Condo Act”).

ARTICLE II SUBMISSION

- 2.1 The Declarant, as owner of the Property described in Exhibit “A”, hereby submits the Property and all improvements now or hereafter made in or upon the Property to the provisions of this Master Declaration. The Property is and shall be subject to the covenants, conditions, restrictions, uses, limitations, and obligations set forth, herein, each and all of which are declared and agreed to be for the benefit of said Property and in furtherance of a plan of improvement of said Property and division thereof; further, each and all of the provisions hereof shall be deemed to run with the Property and shall be a burden and a benefit on the Property and shall be binding upon the Declarant, its successors and assigns, and to any person acquiring, leasing, or owning an interest in the real property and improvements comprising any part of the Property and to their respective personal representatives, heirs, successors, and assigns.

ARTICLE III PROJECT DESCRIPTION AND PURPOSE

- 3.1 **General Purpose.** Declarant owns and intends to develop the Property to be known as North Logan Village, which will contain multiple Sub-Associations, with each Sub-Association maintaining the Common Areas that are located within that Sub-Association. However, as described in more detail below, some Common Areas which are located within one Sub-Association and maintained by that Sub-Association shall be used by the members of multiple Sub-Associations (the “Shared Common Areas”). The purpose of the Master Association is to assist the Sub-Associations in allocating the costs associated with maintaining and repairing the Shared Common Areas.
- 3.2 **Initial Action.** Notwithstanding any other language to the contrary within this Master Declaration, the Master Association shall not allocate costs until two (2) or more Sub-Associations have been created within the Project.
- 3.3 **Densities and Entitlements.** While Declarant intends to develop a number of Lots and Units as part of the Project (and to create additional Sub-Associations), this Master Declaration will not initially be recorded against all the Lots or Units, and Declarant is under no obligation to create additional Lots or Units as part of the Project. Declarant shall be free to develop any number of Lots or Units in the Project and to create any number of Sub-Associations, and nothing contained in this Master Declaration shall require or obligate Declarant to develop, create, or include a specific number of Lots, Units or Sub-Associations in the Project. Declarant reserves the right to create and record separate Sub-Association declarations and other governing documents for some or all of the Sub-Associations.
- 3.4 **Additional Property.** Declarant reserves the right to subject Additional Property to this Master Declaration by the recordation of one or more supplemental declarations or Sub-

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Association Declarations. To include property in the Project Declarant shall not be required to obtain the permission or consent of any Sub-Association or the owner of any Lot within any Sub-Association. If/when Additional Property is added to the Project, a supplemental declaration shall be recorded that (1) identifies any new Shared Common Areas that will be part of the Project, and (2) identifies which of the Shared Commons Areas are to be used by the members of each Sub-Association. If a Sub-Association is created to govern the Additional Property, the Sub-Association shall become a member of the Association, shall have an equal vote on all Association matters, and shall be permitted to appoint one member of the Board of Directors.

3.5 **Master Association and Sub-Associations.** Declarant has created or will create the North Logan Village Master Association, Inc. as a Utah nonprofit corporation. Declarant intends to create or cause to be created separate Sub-Associations for some of the buildings or areas included in the Project. No Sub-Association shall have authority to contradict or amend the terms of this Master Declaration. The Members of the Master Association shall consist of each of the Sub-Associations located within the Project.

3.6 **Dedication.** In order to further the general purposes stated above, Declarant hereby declares that all of the Property, and any of the Additional Property hereafter made subject to this Master Declaration by the recordation of a supplemental declaration or Sub-Association Declaration, shall at all times be owned, held, sold, conveyed, occupied, used, and enjoyed subject to the provisions of this Master Declaration and to the covenants, conditions, restrictions, equitable servitudes, reservations, easements assessments, charges, and liens provided, referred to or incorporated herein, all of which shall run with the Property, and all of which shall burden, benefit, and be binding upon Declarant, all other owners, persons or entities having any right, title or interest in the Property (and any of the Additional Property made subject hereto), or any portion thereof, and their respective successors, assigns, heirs, devisees and personal representatives.

3.7 **Right to Develop.** The foregoing notwithstanding, no provision of this Master Declaration is intended or shall be construed to prevent or limit Declarant's rights to develop North Logan Village as Declarant determines and to exercise the rights reserved by Declarant as hereinafter provided.

3.8 **Not a Cooperative.** The creation of the Project shall not constitute the creation of a cooperative.

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ARTICLE IV NORTH LOGAN VILLAGE MASTER ASSOCIATION

4.1 **Relationship of Associations.** The North Logan Village Master Association shall be the Master Association for the Property and shall do such things as are within its powers as stated in this Master Declaration. The Members of the Master Association shall be Declarant and each of the Sub-Associations. A separate Sub-Association shall be formed for each area of the Property as determined solely by Declarant. The members of a Sub-Association shall be Declarant (as long as Declarant owns a Lot or Unit within the Sub-Association) and the owners of Lots or Units in that Sub-Association. The duties and

powers of the Master Association shall relate to the Property as a whole, while the duties and powers of a particular Sub-Association shall relate only to its particular Sub-Association.

4.2 **Sub-Association Common Areas.** Each Sub-Association is required to repair and maintain the Common Areas within the Sub-Association. However, in some instances the owners of a second Sub-Association have the right to use and benefit from a portion of the Common Area within another Sub-Association. The Master Association has authority to equalize the maintenance and repair costs associated with the Shared Common Areas.

4.3 **Duties and Powers of Master Association.** The function of the Master Association is to equalize the costs related to maintaining and repairing the Shared Common Areas between the various Sub-Associations. To fulfill this function the Master Association and the Sub-Associations shall follow the following procedure for each Shared Common Area within the Project:

- a) At least 60 days before the beginning of each calendar year, the Sub-Association that owns and maintains the Shared Common Area shall provide the Master Association a written estimate of the cost to repair and maintain the Shared Common Area for the upcoming year.
- b) After receiving the estimate, the Master Association's Board of Directors shall determine if the estimate provided by the Sub-Association is reasonable.
- c) If the estimate is determined to be reasonable the Board shall divide the estimated costs into two equal portions (or three equal portions if three Sub-Associations benefit from the Shared Common Area). Each Sub-Association shall pay an equal portion of the maintenance and repair costs (the "Annualized Assessment").
- d) If the Board determines the Sub-Association's estimate is not reasonable, the Board shall use its best judgment to calculate a reasonable estimate, and then shall follow the same process to calculate the Annualized Assessment. If the Sub-Association's cannot agree, then the actual reasonable costs incurred by the Sub-Association that maintains the Shared Common Area (as determined by invoices and verified expenses) shall be equally apportioned by the two Sub-Associations at year's end.
- e) The Sub-Association (or Sub-Associations) that does not own the Shared Common Area shall pay a monthly Assessment to the Master Association equal to one-twelfth (1/12) of the "Annualized Assessment".
- f) Each month, the Master Association will forward the payments it receives to the Sub-Association that owns the Shared Common Area. If the parties determine at the close of a year that the Annualized Assessment payments are more than three percent (3%) higher or lower than the actual costs to maintain, repair or replace the Share Common Areas, the parties shall adjust the amount paid accordingly.

4.4 **Membership in the Master Association.**

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- a) **Membership Classes.** Every Sub-Association shall be a member of the Master Association. Each Sub-Association's membership in the Association shall not be assignable. Any attempt to otherwise transfer a Sub-Association's membership shall

be null and void and will not be reflected upon the books and records of the Master Association.

4.5 **Votes.** Every Sub-Association shall be entitled to one vote on Master Association matters.

**ARTICLE V
EASEMENTS AND EMINENT DOMAIN**

5.1 **Easement over Shared Common Areas.** The members of each Sub-Association shall have a non-exclusive easement over the Shared Common Areas for the purpose of ingress and egress.

**ARTICLE VI
ASSOCIATION MANAGEMENT**

6.1 **Status & General Authority of the Board.** A Board of Directors shall govern the affairs of the Master Association. The Board of Directors shall be composed of one person appointed by each Sub-Association. The Board of Directors shall have the power to manage the Master Association in accordance with the Act, this Master Declaration and the Master Bylaws. The Board of Directors shall have, and is hereby granted, the following authority and powers to perform their duties:

- i) The authority to execute and record, on behalf of all the Lot or Unit Owners, any amendment to the Master Declaration which has been approved by the vote or consent necessary to authorize such amendment as set forth in this Master Declaration.
- ii) The power to sue and be sued.
- iii) The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Board of Directors to perform its functions as agent of the Master Association.

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6.2 **Manager.** The Board may carry out any of its functions, which are capable of delegation, through a Manager. Any Manager retained for such purposes must be an individual or entity experienced and qualified in the field of property management. The Manager so engaged shall be responsible for managing the Project for the benefit of the Sub-Associations and shall, to the extent permitted by law and the terms of the agreement with the Board, be authorized to perform any of the functions or acts required or permitted to be performed by the Board. Any agreement for such professional management of the Project which may be entered into by the Board or the Master Association, shall call for a term not to exceed two (2) years, if negotiated by Declarant, or one (1) year if negotiated by the Board of the Master Association and shall provide that for cause such agreement may be terminated by the Board or by the Master Association upon at least thirty (30) days written notice.

**ARTICLE VII
ASSESSMENTS**

7.1 **Covenant to Pay Assessment.** Each Sub-Association shall be subject to this Master Declaration and the Master Bylaws and shall be required to pay any Assessments and Special Assessments assessed by the Master Association pursuant to this Master Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

- a) **Notice of Annual Assessments and Time for Payment.** Annual assessments shall be determined on a fiscal year basis beginning January 1 and ending December 31; provided the first fiscal year shall begin on the date of this Declaration and end on December 31. Such assessment shall be due and payable in twelve equal monthly installments on the first day of each and every calendar month of each year; provided, however, that the first annual assessment for the first fiscal year shall be based upon such portion of the first fiscal year remaining after the date fixed by the Board of Directors as the date of commencement of the Project. Such assessment shall be due and payable in monthly installments on the first day of each and every month and no separate notices of such monthly installment shall be required.
- b) **Special Assessments.** In addition to the Annualized Assessments, the Board of Directors may levy a special assessment, payable by a Sub-Association over such a period as the Board may determine. Special Assessments may be levied for the purpose of covering the cost of any construction or reconstruction, repair, replacement or improvement of any unexpected expense associated with a Shared Common Areas. If a Sub-Association incurs any unexpected costs related to maintaining or repairing a Shared Common Area that is owned by that Sub-Association, the Sub-Association shall provide documentation of the expense to the Master Association Board of Directors within 30-days of the date the expense is incurred. If the Board determines that the expense was reasonably incurred, it will then require each Sub-Association that benefits from that particular Shared Common Area to equally share in the costs associated with the unexpected repair, and will require the Sub-Association that does not own the Shared Common Area to pay a special assessment to the Master Association equal to one-half (or one-third if there are three benefiting Sub-Associations) of the incurred cost. The Board shall provide written notice of the nature of and the amount of the special assessments and the time for payment thereof. No payment shall be due less than thirty (30) days after such notice shall have been given. Special assessments shall be subject to the same late fees and penalties as are prescribed for regular assessments. After the Master Association collects the special assessment, those amounts shall be paid to the Sub-Association that incurred the repair expenses. This Section shall not be construed as an independent source of authority for the Directors to incur expenses but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof.

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- c) **Duty to Pay Independent.** No reduction or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association or Board of Directors to take some action or perform some function required to be taken or performed by the Association or Board of Directors under this Master Declaration or the Master Bylaws, the obligation to pay Assessments being a separate and independent covenant on the part of each Sub-Association.

**ARTICLE VIII
DECLARANT**

8.1 **Certain Provisions Applicable to Declarant.** Notwithstanding any other provision herein contained herein, until the expiration of the Period of Administrative Control, the following provisions shall be deemed to be in full force and effect as to each Lot or Unit owned by Declarant in accordance with the Master Declaration or any declaration for a Sub-Association.

- a) Declarant specifically disclaims any intent to have made any warranty or representation in connection with the Project or the Master Declaration except as specifically set forth herein or in any agreement for sale of a Lot or Unit, and no person shall rely upon any warranty or representation not so specifically made therein.
- b) No amendments to the Master Declaration, Master Bylaws, any Sub-Association Declaration, or other enabling documentation may be made by the Lot or Unit owners, or by the Sub-Association's during the period of Administrative Control without the written consent of Declarant.
- c) Notwithstanding the foregoing, The Declarant shall relinquish all special rights, expressed or implied, through which the Declarant may directly or indirectly control, direct, modify, or veto any action of the Master Association, its Board, or a majority of Lot or Unit owners, and control of the Master Association shall pass to the owners of the Lot or Units within the project, not later than the date of the termination of the Period of Administrative Control.

**ARTICLE IX
EXPANSION**

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9.1 **Declarant's Option to Expand.** During the Period of Administrative Control, Declarant hereby exclusively reserves the option to expand the Project (the "Option to Expand") upon the terms and provisions set forth in this section without the prior consent of the Master Association, any Sub-Association or the owner of any Lot or Unit within any Sub-Association. Only Declarant and its assigns may exercise the Option to Expand, and Declarant and its assigns shall have the right to expand the Master Association even if the Declarant no longer owns any Lot or Unit within the Project. If the Option to Expand is exercised by Declarant or its assigns, it may do so at any time after the recording of this Master Declaration. There is no obligation of any kind whatsoever for the Declarant or its

assigns to exercise the Option to Expand. When exercised, the terms and conditions of the Option to expand shall be as follows:

- a) The real property subject to the Option to Expand shall consist of any property that is located within at least 1,000 feet of any part of the Project. Whenever the Option to Expand is exercised by Declarant, additional Common Areas may be added to a Sub-Association which either the Master Association or a Sub-Association shall be required to maintain.
- b) The Option to Expand may be exercised at different times as to all or any portions of any Additional Property. In the event the Option to Expand is exercised with respect to a portion of the Additional Property, the Option to Expand may subsequently be exercised with respect to any other portion of Additional Property. There are no limitations or restrictions as to when portions of the Additional Property may be added or if Additional Property may be added.
- c) Declarant shall not be restricted in the location of improvements on the Additional Property or in the number or kind of buildings, structures, Lots or Units that may be created on the Additional Property.
- d) Declarant reserves the right to add additional Common Areas to any Sub-Association without limitation.
- e) The votes in the Project shall be changed at the time Declarant records a supplemental declaration and an additional or supplemental Plat reflecting Declarant's exercise of the Option to Expand in accordance with the provisions set forth in the article.
- f) Each Sub-Association and the owner of any Lot or Unit within any Sub-Association shall be deemed to have consented to all provisions of this Article. After the filing for record of any amendment to this Declaration, the supplemental declaration and/or supplemental Plat reflecting Declarant's exercise of the Option to Expand, or any other part thereof, legal and equitable title to each Lot or Unit thereby created within the Additional Property shall be vested in and held by Declarant and none of the other Sub-Associations shall have any claim or title to or interest in such Lot or Unit, nor any interest in any Common Area upon which a building, Lot or Unit shall be created.
- g) Declarant shall not be required to obtain the consent of any Sub-Association or of any other person or entity having any right or interest in all or any portion of the Project prior to or subsequent to adding all or portions of the Additional Property.
- h) During the Period of Administrative Control, no provision of this Article shall be amended without the prior written consent of Declarant.

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- 9.2 **Expansion of Additional Property.** In addition to the provisions for annexation specified in this Article and subject to the applicable laws in effect from time to time, the Additional Property may be expanded to include additional real property, not as yet identified, and may include property that is not owned by Declarant. Such property may be annexed to the Additional Property in accordance with the then current applicable laws.

ARTICLE X AMENDMENTS

- 10.1 **Amendment.** Except as provided below, the vote of at least two thirds 2/3 of the Sub-Associations subject to this Master Declaration shall be required to amend this Master Declaration. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Board. In such instrument the Board shall certify that the vote required by this Article X has occurred. The foregoing right of amendment shall be subject to the following paramount rights:

- a) Notwithstanding any other provision of this Master Declaration, until the Period of Administrative Control terminates, Declarant shall have, and is hereby vested with, the right to unilaterally amend this Master Declaration or any Plat. Such right shall apply without regard to the subject matter of amendment, so long as the amendment involved is consistent with law and does not attempt to divest any vested property rights of any Sub-Association or the rights of any Unit or Lot owner within a Sub-Association. Furthermore, during the Period of Administrative Control, this Master Declaration shall not be amended without the written consent of Declarant.

ARTICLE XI INDEMNIFICATION

- 11.1 **Indemnification of the Association and The Board.** The Master Association and the Board shall not be liable for the failure of any Sub-Association to properly maintain any Common Area owned and/or maintained by said Sub-Association. Nor shall the Board or the Master Association be liable for damage or injury resulting from any failure by a Sub-Association to maintain any Common Area.

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ARTICLE XII DISPUTE RESOLUTION

- 12.1 **Arbitration.** To the fullest extent permitted by law, all claims and disputes of any kind that any party may have involving the Declarant (including its successor and assigns), or any agent, employee, executing officer, manager, affiliate or owner of the Declarant, or any engineer, builder or contractor involved in the design or construction of the Project, which arises from or is in any way related to a Lot or Unit, Common Area, or any other component of the Project (a "Dispute"), shall be submitted to final and binding arbitration. Binding arbitration shall be the sole remedy for resolving claims and disputes between or involving the Declarant and any party owning a Lot or Unit within the Project or between or involving the Declarant and the Master Association or any Sub-Association. Arbitration proceedings shall not be commenced unless the Pre-Arbitration Requirements set forth in

Section 12.3 below have been satisfied in full. Without in any way limiting the foregoing, Disputes subject to binding arbitration shall include:

- a) Any allegation that a condition in any of the Lot or Units, or Common Area is a construction defect or is not constructed according to current building codes;
- b) Any disagreement as to whether an alleged construction defect has been corrected;
- c) Any disagreement about whether any warranties, including implied warranties, are applicable to the subject matter of any Dispute;
- d) Any disagreement as to the enforceability of any warranties alleged to be applicable to the subject matter of any Dispute;
- e) Any disagreement about whether any warranty alleged to be applicable to the subject matter of any Dispute has been breached;
- f) Any alleged violations of consumer protection, unfair trade practice, or other statutes;
- g) Any allegation of negligence, strict liability, fraud, and/or breach of duty of good faith, and all other claims arising in equity or from common law;
- h) Any allegation that any condition existing in the Project or created by the Declarant, including construction-related noise, dust, and traffic, is a nuisance;
- i) Any disagreement concerning the issues that should be submitted to binding arbitration;
- j) Any disagreement concerning the timeliness of performance of any act to be performed by Declarant;
- k) Any disagreement as to the payment or reimbursement of any fees associated with binding arbitration;
- l) Any other claim or disagreement arising out of or relating to the sale, design, or construction of any of the Lot or Units, or Common Areas.

12.2 **Pre-Arbitration Requirements.** The Master Association, a Sub-Association or any owner of a Lot or Unit within any Sub-Association may only pursue a claim against the Declarant (including its successor and assigns), or any agent, employee, executing officer, manager, affiliate or owner of the Declarant, or any engineer, builder or contractor involved in the design or construction of the Project, to the extent described herein or by law after the following dispute resolution efforts have been completed:

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- a) Right to Cure: the claiming party shall provide to the Declarant a written Notice of Claim (defined below) and permit the Declarant one hundred eighty (180) days to cure or resolve the claim or defect or to try to get the builder or the appropriate subcontractor to cure or resolve the claim or defect, prior to initiating any formal arbitration proceedings;
- b) If the dispute is not resolved within the 180-day Right to Cure period, the parties agree to mediate the dispute prior to taking further action or commencing arbitration. If additional, different, or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against the Declarant that were not included in any previously submitted Notice of Claim, the Right to Cure period provided for in this section shall immediately apply again and any pending action or proceedings, including any mediation or arbitration, shall be stayed during the 180-day period.
- c) "Notice of Claim" shall mean and include the following information: (1) an explanation of the nature of the claim, (2) a specific breakdown and calculation of any alleged damages, (3) a specific description of the claim along with any supporting opinions, information, or factual evidence upon which the claim is based, (4) photographs of any alleged condition, if applicable, (5) samples of any alleged defective conditions or materials, (6) all efforts taken to avoid, mitigate, or minimize the claim or any alleged damages arising therefrom, and (7) the names, phone numbers, and address of each person providing factual information, legal or factual analysis, or legal or factual opinions related to the claim.

12.3 If a claim or dispute has not been resolved after satisfying and complying with the above-described "Pre-Arbitration Requirements," then the claimant shall have the right to proceed with binding arbitration; however, the Master Association shall not pursue or commence binding arbitration unless such action is first approved by a majority of the total votes of the Master Association after first obtaining a written opinion from legal counsel advising the Master Association of the likelihood of success on the merits of the claims, the anticipated costs and legal fees, the anticipated expert witness fees, and the likelihood of recovery if the Master Association prevails. The written opinion from legal counsel, addressing these topics, must be provided to all Members before the formal vote on whether to proceed with binding arbitration. The binding arbitration shall be conducted by a member of the American Arbitration Association's Panel of Construction Arbitrators, or by a different arbitrator or arbitration service provider if mutually approved by the parties. The binding arbitration shall be conducted according to the rules and procedures set forth in the Construction Industry Arbitration Rules promulgated by the American Arbitration Association. The award of the arbitrator shall be final and may be entered as a judgment by any court of competent jurisdiction.

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12.4 Each party shall bear its own attorney fees and costs (including expert witness costs) for the arbitration. The arbitrator shall not award attorney fees or expert witness fees to the prevailing party. The arbitration filing fee and other arbitration fees shall be divided and paid equally as between the parties.

- 12.5 If any party files a proceeding in any court to resolve any Dispute, such action shall not constitute a waiver of the right of such party, or a bar to the right of any other party, to seek arbitration of that or any other Dispute and such court shall, upon motion of any party to the proceeding, stay the proceeding before it and direct that such Dispute be arbitrated in accordance with the terms set forth herein.

The Master Association and each Sub-Association (any member of any Sub-Association) waives any right to subrogation against the Declarant and any builder and engineer in the Project. This waiver shall be broadly construed and applied to waive, among other things, any attempt by any insurer of any party from pursuing or exercising any subrogation rights, whether arising by contract, common law, or otherwise, against the Declarant, the engineer, and builder, and their officers, employees, owners, and representatives. To the full extent permitted by law, the Master Association, the Sub-Association and the owners of any Lots or Units within any Sub-Association hereby release Declarant, the Project engineer, and builder, their respective officers, employees, owners, and representatives from any and all liability to the Master Association and anyone claiming through or under them by way of subrogation or otherwise, for any loss, injury, or damage to property, caused by fire or any other casualty or event, even if such fire or other casualty shall have been caused by the fault or negligence of Declarant or builder, their officers, employees, owners, and representatives.

- 12.6 Nothing in this Declaration or in this Article XII shall grant or otherwise create a right of action by the Master Association against the Declarant, the developer or the builder, that does not otherwise already exist under Utah law.
- 12.7 The requirements of this Article XII are intended to be in addition to those requirements set forth in Section 57-8a-229 of the Act and Section 57-8-58 of the Condo Act. After expiration of the Period of Administrative Control the Association may not bring a legal action against a Declarant or a Board, employee, independent contractor, or agent of the Declarant or the previous Board related to the Period of Administrative Control unless the Association first complies with the requirements found in Section 57-8a-22 of the Act and Section 57-8-58 of the Condo Act.

ARTICLE XIII MISCELLANEOUS

- 13.1 **Covenant to Run with Land: Compliance.** This Master Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitude, as the case may be; and shall be binding upon and shall inure to the benefit of Declarant, the Sub-Associations, all parties who hereafter acquire any interest in a Lot or Unit or in one of the Sub-Association's, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. By acquiring any interest in a Lot or Unit or in the Project, the party acquiring such interest consents to, and agrees to, be bound by each and every provision of this Master Declaration.

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- 13.2 **Service of Process.** The Board shall have the right to appoint a process agent. An appropriate instrument filed in the office Department of Commerce, State of Utah, shall specify such successor or substitute agent and his address.
- 13.3 **Invalidity.** The invalidity of any provisions of this Master Declaration, or any portion thereof, shall not be deemed to impair or affect in any manner the validity, enforceability, or effect the remainder of this Master Declaration and, in such event, all of the other provisions of this Master Declaration shall continue in full force and effect as if such invalid provision has never been included herein.
- 13.4 **Waiver.** No provision contained in this Master Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breeches, which may occur.
- 13.5 **Gender.** The use of the masculine gender in this Master Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.
- 13.6 **Topical Headings.** The numbers and headings appearing at the beginning of the sections of this Master Declaration are only for convenience of reference and are not intended to describe, interpret, define, limit, extend, or otherwise affect the content, meaning or intent of this Master Declaration or any paragraph or provision hereof.
- 13.7 **Effective Date.** This Master Declaration shall take effect upon recording in the office of the County Recorder of Cache County, Utah.

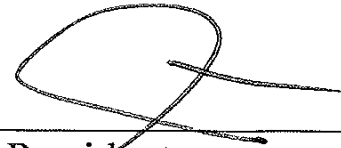
[Signature on Next Page]

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IN WITNESS WHEREOF. the undersigned being the Declarant has caused this instrument to be executed and its seal be affixed hereto on the day and year first above written.

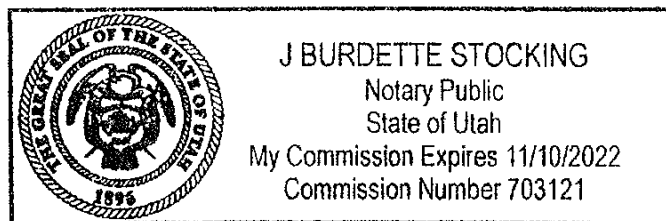
Declarant:


SIERRA HOMES CONSTRUCTION, INC.

By: 
Its: President

STATE OF UTAH)
) ss.
COUNTY OF CACHE)

On the 30 day of June, 2020, personally appeared before me Jay Stocking, who being by me duly sworn, did say that he is the President of Sierra Homes Construction, Inc., and that said instrument was acknowledged on behalf of said Corporation.




Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION

The real property included in **NORTH LOGAN VILLAGE** pursuant to this Declaration, located in Cache County, Utah, is described as follows:

ALL OF LOTS 1 THROUGH 32, NORTH LOGAN VILLAGE, PHASE 1, CACHE COUNTY, UTAH

ALL OF LOTS 33 THROUGH 48, NORTH LOGAN VILLAGE, PHASE 2, CACHE COUNTY, UTAH

EXHIBIT "B"

MASTER BYLAWS

NORTH LOGAN VILLAGE MASTER ASSOCIATION

**ARTICLE I
NAME AND LOCATION**

- 1.1 The name of the corporation is the North Logan Village Master Association, Inc., ("Master Association"). The principal office of the Master Association shall be located at 470 N 2450 W, Tremonton, Utah, but the meetings of Members and the Board may be held at such places in Cache County, State of Utah, as may be designated by the Board.

**ARTICLE II
APPLICATION OF MASTER BYLAWS**

- 2.1 The Sub-Associations and all present and future owners, mortgagees, lessees and occupants of any Lot or Unit or building and any other persons who may use the facilities or the Project in any manner are subject to these Master Bylaws, the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for North Logan Village ("Master Declaration") and all rules made pursuant hereto and any amendments hereof. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Lot or Unit shall constitute an agreement that the provisions of the Master Declaration and these Master Bylaws and any rules and regulations made pursuant hereto, as they may be amended from time to time, are accepted, ratified and will be complied with. Certain capitalized terms in these Master Bylaws shall be defined in accordance with the definition for such terms set forth in the Master Declaration.

**ARTICLE III
MEETINGS OF MEMBERS**

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- 3.1 **Annual Meetings.** The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Master Association, and each subsequent regular meeting of the Members shall be held, at least annually, at the time fixed by the Board, either at the Project or at some other reasonable location in Cache County, Utah.
- 3.2 **Special Meetings.** Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of the Members who are entitled to vote fifty (50%) of all of the votes of the membership.
- 3.3 **Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary of the Master Association or person authorized to call the

meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Master Association, or supplied by such Member to the Master Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

3.4 **Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, fifty percent (50%) or more of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles, the Master Declaration, or these Master Bylaws. If, however, such a quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, and at the meeting announced, which shall not be less than 3 days nor more than 14 days from the date of adjournment, the Members present in person or represented by proxy shall constitute a quorum.

3.5 **Voting.** At all meetings of Members, each Member may vote in person or by proxy.

3.6 **Action Taken Without a Meeting.** Any action that may be taken at any regular or special meeting of the Master Association may be taken without a meeting if the following requirements are met:

a) A written ballot is distributed to every Member entitled to vote setting forth the proposed action, providing an opportunity to signify approval or disapproval of the proposal and providing a reasonable time for the Member to return the ballot to the Master Association.

b) The number of votes cast by ballot within the specified time under Subparagraph 3.6(a) equals or exceeds the quorum required to be present at a meeting authorizing the action.

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c) The number of approvals of the action equals or exceeds the number of votes required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot.

d) The written ballot distributed to Members affords an opportunity for the Member to specify a choice between approval and disapproval of each order of business proposed to be acted upon by the Master Association and further provides that the vote of the Members shall be cast in accordance with the choice specified.

3.7 **Proxies.** At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member itself or by its attorney thereunto duly authorized in writing. The instrument authorizing the proxy to act shall meet the requirements set forth in Subparagraph 3.4 above and shall indicate the name of the secretary of the Master Association, or such other officer

or person or who may be acting as the secretary at the meeting to whom the proxy is to be given for the purpose of casting the vote to reflect the absent Member's vote as specified in the form of proxy. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Master Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

ARTICLE IV BOARD, SELECTION, TERM OF OFFICE

- 4.1 **Appointing Board Members.** The affairs of the Master Association shall, during the Period of Administrative Control, be managed by a Board of Directors composed of not less than three (3) individuals who are appointed by the Declarant. Following the Period of Administrative Control, the affairs of the Master Association shall be controlled by a Board of Directors composed of one representative appointed by each Sub-Association.
- 4.2 **Term of Office of the Board.** Each Board member shall serve on the Board until such time as his successor is duly qualified and appointed by a Sub-Association.
- 4.3 **Compensation.** No Board member shall receive compensation for any service he may render to the Master Association. However, any Board member may be reimbursed for his actual expenses incurred in the performance of his duties.
- 4.4 **Action Taken Without a Meeting.** The Board shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of the entire Board. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE V BOARD MEETINGS

- 5.1 **Regular Meetings.** The Board shall hold a regular meeting at least annually at such place and hour as may be fixed from time to time by resolution of the Board.
- 5.2 **Special Meetings.** Special meetings of the Board shall be held when called by any member of the Board after not less than three (3) days' notice to each member of the Board.
- 5.3 **Quorum.** Fifty-one percent (51%) of the members of the Board shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Board present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

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**ARTICLE VI
POWERS AND DUTIES OF THE BOARD**

- 6.1 **Powers.** The Board shall have power to exercise for the Master Association all powers, duties and authority vested in or delegated to this Master Association and not reserved to the membership by other provisions of these Master Bylaws, the Articles, or the Master Declaration;
- 6.2 **Duties.** It shall be the duty of the Board to:
- a) Cause to be kept a complete record of all its acts and corporate affairs;
 - b) Supervise all officer agents and employees of this Master Association, and to see that their duties are properly performed;
 - c) As more fully provided in the Master Declaration, to:
 - i) Fix the amount of the annual Assessment against each Sub-Association at least thirty (30) days in advance of each annual Assessment period;
 - ii) Send written notice of each Assessment to every Sub-Association subject thereto at least thirty (30) days in advance of each annual Assessment period; and
 - d) Assess and collect all Assessments referred to or authorized in the Master Declaration.

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**ARTICLE VII
OFFICERS AND THEIR DUTIES**

- 7.1 **Enumeration of Officers.** The officers of this Master Association shall be a President and Vice President, who shall at all times be Members of the Board, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.
- 7.2 **Election of Officers.** The election of officers shall take place annually at a meeting of the Board.
- 7.3 **Term.** The officers of this Master Association shall hold office for one (1) year or until his or her successor is elected and has qualified, unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.
- 7.4 **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

- 7.5 **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.
- 7.6 **Multiple Offices.** The offices of President and Secretary may be held by the same person. The offices of Vice-President and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices.
- 7.7 **Duties.** The duties of the officers are as follows:
- a) **President:** The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, promissory notes, checks, deeds and other written instruments.
 - b) **Vice President:** The Vice President 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.
 - c) **Secretary:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of the Members; keep the corporate seal of the Master Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Master Association together with their addresses; and shall perform such other duties as required by the Board.
 - d) **Treasurer:** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Master Association and shall disburse such funds as directed by resolution of the Board; shall, together with the President, sign all checks and promissory notes of the Master Association; keep proper books of account; cause an annual audit or review of the Master Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, and deliver a copy of each to the Members.

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ARTICLE VIII INDEMNIFICATION OF OFFICERS AND THE BOARD

The Master Association shall provide any indemnification required or permitted by the laws of Utah and shall indemnify the Board, officers, agents and employees as follows:

- 8.1 **Third Party Litigation.** The Master Association shall indemnify any Board member or officer of the Master Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceedings, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Master Association) by reason of the fact that he is or was a Board member or an officer

or an employee or agent of the Master Association, or is or was serving at the request of the Master Association as a Board member, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he was not grossly negligent or acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Master Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, and in a manner which he reasonably believed to be in or not opposed to the best interest of the Master Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

8.2 **Master Association Litigation.** The Master Association shall indemnify any Board member or officer of the Master Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Master Association to procure a judgment in its favor by reason of the fact that he is or was such a Board member or officer of an employee or agent of the Master Association, or is or was serving at the request of the Master Association as a Board member, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he was not grossly negligent or acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Master Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or wanton misconduct in the performance of his duty to the Master Association unless and only to the extent that the court in which such action or suit was brought, or any other court having jurisdiction in the premises, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper.

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8.3 **Expenses.** To the extent that a Board member or officer of the Master Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 8.1 or 8.2 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by him in connection therewith, without the necessity for the determination as to the standard of conduct as provided in Section 8.4 below.

8.4 **Determination of Right to Indemnity.** Any indemnification under Sections 8.1 or 8.2 of this Article VIII (unless ordered by a court) shall be made by the Master Association only as authorized in the specific case upon a determination that indemnification of the Board member or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 8.1 or 8.2 above. Such determination shall be made (i) by

the Board of the Master Association by a majority vote of a quorum consisting of Board members who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, and such a quorum of disinterested Board members so directs, by independent legal counsel (who may be regular counsel for the Master Association) in a written opinion; and any determination so made shall be conclusive.

- 8.5 **Advance of Expenses.** Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Master Association in advance of the final disposition of such action, suit or proceeding, as authorized in the particular case, upon receipt of an undertaking by or on behalf of the Board member or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Master Association as authorized in this Article VIII.
- 8.6 **Other Indemnification Rights.** Agents and employees of the Master Association who are not Board members or officers of the Master Association may be indemnified under the same standards and procedures set forth above, in the discretion of the Board of the Master Association.
- 8.7 **Benefitted Parties.** Any indemnification pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a Board member or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

ARTICLE IX BOOKS AND RECORDS

- 9.1 **Accounting.** The books and accounts of the Master Association shall be kept in accordance with generally accepted accounting procedures under the direction of the Treasurer.
- 9.2 **Inspection of Records.** The membership register, books of account and minutes of meetings of the Master Association, of the Board and of committees of the Board and all other records of the Project maintained by the Master Association or Manager shall be made available for inspection and copying by any members of the Master Association or his duly appointed representative at any reasonable time and for a non-commercial purpose reasonably related to his interest as a Member, at the office where the records are maintained. Upon receipt of an authenticated written request from a Member along with the fee prescribed by the Board to defray the costs of reproduction, the Manager or other custodian of records of the Master Association shall prepare and transmit to the Member a copy of any and all records requested. The Board shall establish reasonable rules with respect to:
- a) Notice to be given to the custodian of the records by the Member desiring to make the inspection;
 - b) Hours and days of the week when such an inspection may be made; and

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- c) Payment of the cost of reproducing copies of documents requested by a Member.

Every member of the Board, subject to the conditions set forth above, shall have the absolute right at any reasonable time to inspect and make copies of all books, records and documents of the Master Association and to inspect all real and personal properties owned or controlled by the Master Association.

ARTICLE X ASSESSMENTS

- 12.1 The Treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the Project, specifying and itemizing the expenses incurred. Such records shall be available for examination by the authorized representative of any Sub-Association during regular business hours. In accordance with the actions of the Board in assessing Common Expenses against the Sub-Associations, the Treasurer shall keep an accurate record of such Assessments and of the payments thereof by each Sub-Association.

ARTICLE XI AMENDMENTS

- 11.1 **Amendment Procedure.** These Master Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of the authorized Members in person or by proxy. So long as Declarant is in control of the Master Association, no amendment to these Master Bylaws shall be effective without prior approval of Declarant. Furthermore, until the Period of Administrative Control terminates, Declarant shall have, and is hereby vested with, the right to unilaterally amend these Master Bylaws.
- 11.2 **Conflict.** In the case of any conflict between the Articles of Incorporation and these Master Bylaws, the Articles shall control; and in the case of any conflict between the Master Declaration and these Master Bylaws, the Master Declaration shall control.

ARTICLE XII TRANSFER OF CONTROL BY DECLARANT

- 12.1 The Declarant shall relinquish all special rights, express or implied, through which Declarant may directly or indirectly control, direct, modify or veto any action of the Master Association or a majority of the Sub-Associations, and control of the Master Association shall pass to the Sub-Associations not later than the termination of the Period of Administrative Control.

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ARTICLE XIII MISCELLANEOUS

- 13.1 **Compliance.** These Master Bylaws are set forth in compliance with the requirements of the Master Declaration.

- 13.2 **Conflict.** These Master Bylaws are subordinate to and are subject to all provisions of the Master Declaration, except in those cases where the provisions of the Master Bylaws are clearly intended to govern (administrative matters). All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Master Declaration.
- 13.3 **Severability.** If any provisions of these Master Bylaws or any section, sentence, clause, phrase, or work, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Master Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
- 13.4 **Waiver.** No restriction, condition, obligation, or provision of these Master Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
- 13.5 **Captions.** The captions contained in these Master Bylaws are for convenience only and are not part of these Master Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Master Bylaws.
- 13.6 **Construction.** Whenever in these Master Bylaws the context so requires, the singular number shall refer to the plural and the converse; the use of any gender shall be deemed to include both masculine and feminine, and the term “shall” is mandatory and “may” permissive.

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EXHIBIT "C"

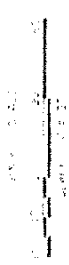
MAP

SHARED COMMON AREAS

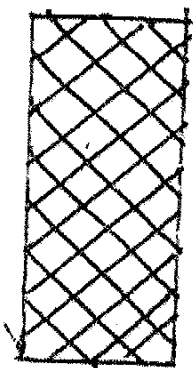


PROJECT: North Logan Village
 A Townhome Community
 CONCEPT PLAN
 DATE: 11-2018
 SCALE: 1/8" = 1'-0"

North Logan Village
 A Townhome Community

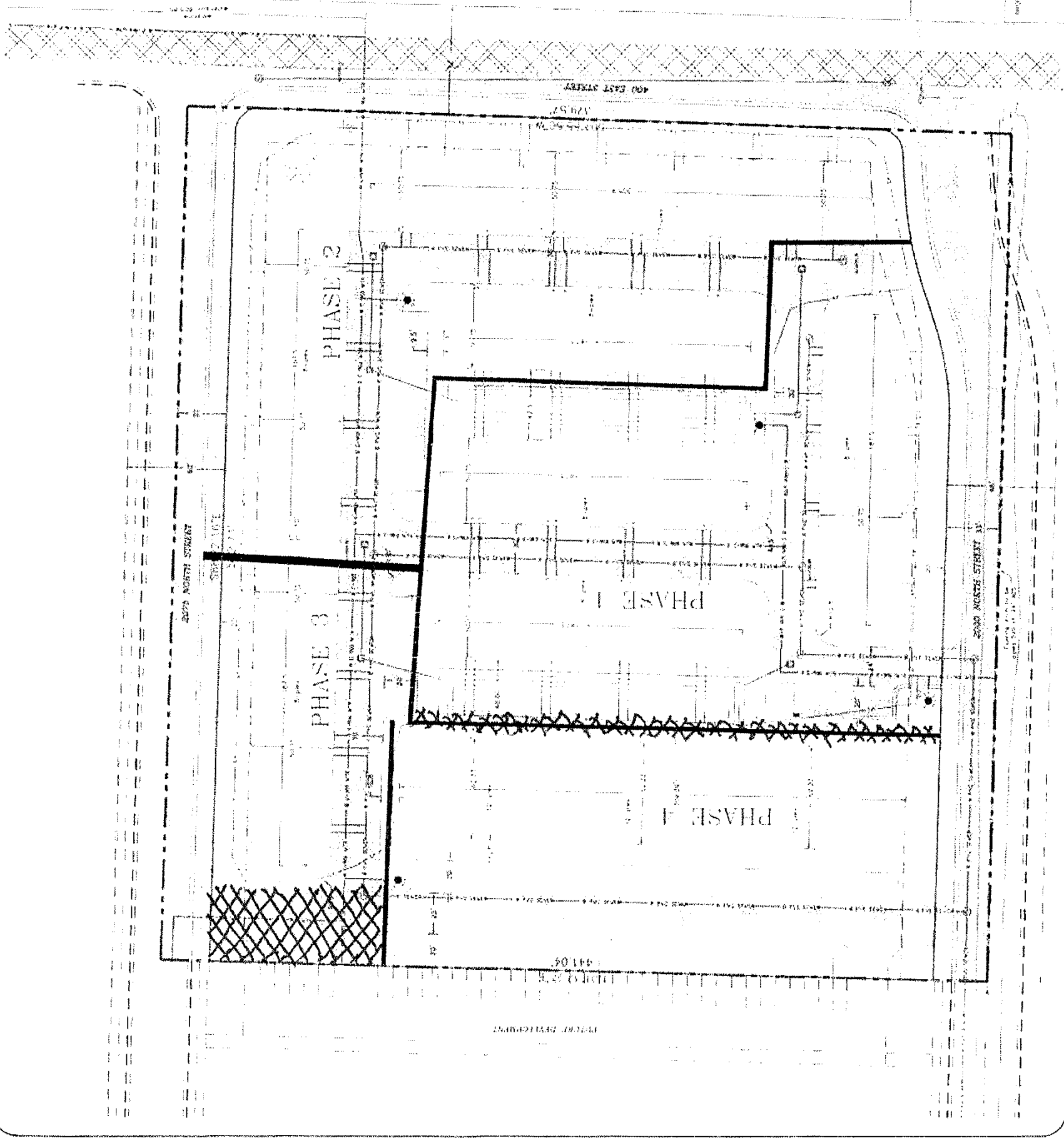


- NOTES:**
1. THIS PLAN IS A CONCEPT PLAN FOR THE DEVELOPMENT OF THE NORTH LOGAN VILLAGE TOWNHOME COMMUNITY. IT IS NOT TO BE USED FOR CONSTRUCTION.
 2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.
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SHARED COMMON AREAS

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PHASE 1 DEVELOPMENT

441.05

GRAND STATE UNIVERSITY


PROPOSED IMPROVEMENTS

When Recorded Return to:
Sierra Homes Construction, Inc.
470 N 2450 W
Tremonton, UT 84337

NOTICE OF REINVESTMENT FEE COVENANT

1. Sierra Homes Construction, Inc. ("Declarant"), 470 N 2450 W, Tremonton, UT 84337, hereby provides notice that it has enacted a Reinvestment Fee Covenant.
2. The burden of the reinvestment fee covenant is intended to run with the land described in Exhibit "A" attached, and to bind successors in interest and assigns.
3. The existence of the reinvestment fee covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property.
4. The duration of the reinvestment fee covenant is for a period of 25 years.
5. The purpose of the fee required to be paid under the reinvestment fee covenant is for the use and improvement of the North Logan Village common areas and facilities appurtenant to the units and to pay for association expenses as defined in UCA 57-1-46.
6. The fee required to be paid under the reinvestment fee covenant is required to benefit North Logan Village common area and the owners thereof and is in the amount of 0.5% of the burdened property.

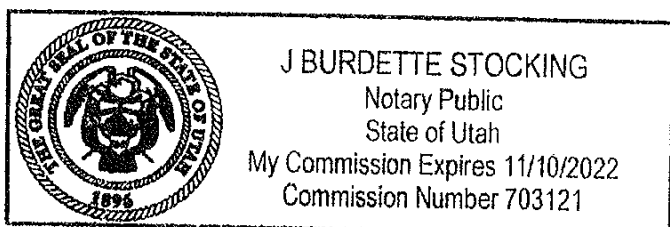
IN WITNESS WHEREOF, we have affixed our signatures this ___ day of June, 2020.

By 
President

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

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On this 30 day of June, 2020, personally appeared before me Jay Stocking
who, being by me duly sworn, did say that he is the authorized representative of Sierra Homes Construction, Inc., and that the within and foregoing instrument was signed in behalf of said corporation and he duly acknowledged to me he executed the same.




Notary Public