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Lincoln W. Hobbs
466 East 500 South, Suite 300
Salt Lake City, UT 84111

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ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
LINCOLN W HOBBS
466 E 500 S
SUITE 300
SLC UT 84111
BY: RWP, DEPUTY - WI 14 P.

AMENDED BYLAWS

OF

NEW HAVEN HOMEOWNERS

ASSOCIATION

These Bylaws of New Haven Homeowners Association (the "Bylaws") are made and executed this 04 day of September, 2017 by New Haven Homeowners Association, a Utah Non-Profit Corporation (the "Association").

ARTICLE I. NAME AND PRINCIPAL OFFICE

1.01 Name. The name of the nonprofit corporation is "New Haven Homeowners Association," hereinafter referred to as the "Association."

1.02 Offices. The principal office of the Association shall be at the office of the Association's registered agent as registered with the Utah Department of Commerce.

ARTICLE II. DEFINITIONS

2.01 Definitions. Except as otherwise provided herein or as may be required by the context, all terms defined in Article I of the Declaration of Covenants, Conditions and Restrictions for New Haven, hereinafter referred to as the "Declaration" shall have such defined meanings when used in these Bylaws.

ARTICLE III. MEMBERS AND MEETINGS OF THE ASSOCIATION

3.01 Annual Meetings. Each Owner shall be Member of the Association. The annual meeting of Members shall be held on the first Tuesday of May each year for the purpose of electing members of the Board and transacting such other business as may come before the meeting. The Board may from time to time by resolution change the date for the annual meeting of the Members. If the election of members of the Board is not held during the annual meeting of the Members, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Members to be convened as soon thereafter as may be convenient.

3.02 Special Meetings. Special meetings of the Members may be called by the Board of Trustees as a whole, by the President, or upon the written request of Members

holding not less than twenty percent (20%) of the Total Votes of the Association, with such written request to state the purpose or purposes of the meeting and such written request to be delivered to the Board.

3.03 Place of Meetings. The Board of Trustees may designate any place in Salt Lake County, State of Utah as the place of meeting for any annual meeting or for any special meeting called by the Board. A waiver of notice signed by all of the Members may designate any place, either within or without the State of Utah, as the place for holding such meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

3.04 Notice of Meetings. The Board of Trustees shall cause written or printed notice of the time, place, and purposes of all meetings of the Members (whether annual or special) to be delivered, not more than fifty (50) nor less than ten (10) days prior to the meeting, to each Member of record entitled to vote at such meeting. Notice may be delivered in accordance with Article X.

If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at his or her registered address, with first-class postage prepaid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder.

3.05 Members of Record. Upon purchasing a unit in the Project, each Owner shall promptly furnish contact and ownership information to the Association. For the purpose of determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, the Board may designate a record date, which shall not be more than fifty (50) nor less than ten (10) days prior to the meeting, for determining Members entitled to notice of or to vote at any meeting of the Members. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of units in the Project shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members.

3.06 Quorum. At any meeting of the Members, the presence of Members holding, or holders of proxies entitled to cast, more than sixty (60%) of the Total Votes of the Association shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the Members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later time or date. At the reconvened meeting, the Members and proxy holders present shall constitute a quorum for the transaction of business.

3.07 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 in

writing by the Member or by his or her attorney. If a Membership is jointly held, the instrument authorizing a proxy to act must have been executed in writing by all holders of such Membership or their attorneys. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the 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.

3.08 Votes. With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the unit of such Member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration, or Utah law. The election of members to the Board of Trustees shall be by secret ballot. If a Membership is jointly held, all or any holders thereof may attend each meeting of the Members, but such holders must act unanimously to cast the votes relating to their joint Membership.

3.09 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings, and in the manner of voting, form of proxies, or method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

3.10 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting if written consents, setting forth the action so taken, are individually signed and dated by Members holding not less than the minimum number of votes that would be necessary to authorize or take the actions at a meeting. All written consents shall be delivered to the Board of Trustees within sixty (60) days after the first consent is signed and dated or the action shall be of no effect. If consents of less than all the Members are obtained, written notice of the action shall be provided to all Members from whom consents were not obtained at least ten (10) days before the action occurs or takes effect. Members of the Board must be elected at a meeting of the Members and may not be elected via written consents of the Members.

ARTICLE IV. BOARD OF TRUSTEES

4.01 Number of Board Members and Eligibility. The Association shall be governed by a Board of Trustees. The Board shall consist of three or five (3 or 5) members, as shall be determined from time to time by the Board. The Association shall have three (3) officers (President, Vice President/Secretary, and Treasurer) and, in the case of a five-person Board, two (2) At-Large members. Each Board Member shall be an Owner and Member of the Association in good standing. If an Owner is not an individual, then any officer or director of such Owner shall be eligible to serve as a Board member, but no Owner may have more than one such representative on the Board at one time.

4.02 Election of Board Members. An election for Board members shall be held each year at the Annual Meeting of the Association or at a special meeting of the Members called for such purpose (a “Special Election Meeting”). Any Member in good standing and not delinquent in payment of assessments or fines may run for election to the Board. Nominations for a Board position may be submitted to the current Board in writing no earlier than thirty (30) days before the Annual Meeting in advance of the Meeting or Special Election Meeting; nominations may also be submitted at the Annual Meeting or Special Election Meeting prior to the election taking place. In the event of a tie-vote, a re-vote (or re-votes) shall be taken until a tie-vote no longer exists. If a tie-vote still remains after three (3) re-votes, the current Board shall determine who shall serve in the position and shall announce its decision either at the Annual Meeting or Special Election Meeting or at a reasonable time (not to exceed ten (10) days) thereafter.

4.03 Terms of Board Members. At the first Annual Meeting or Special Election Meeting following the ratification of these Bylaws, the Members shall elect three or five (3) or (5) members to the Board of Trustees for the following staggered terms: the individual receiving the most votes shall serve for three (3) years, the next highest vote recipients shall serve for two (2) years. At the expiration of these initial terms, each Board member shall be elected and shall serve for a term of two (2) years. Board members may serve consecutive terms if duly elected.

4.04 Powers and Responsibilities. The Board of Trustees shall have the power to administer the Association’s affairs, perform the Association’s responsibilities, and exercise the Association’s rights as set forth in the Declaration, other governing documents, and as provided by law. The Board may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable. Any management agreement must be terminable for cause upon thirty (30) days’ notice. The Board’s responsibilities shall include, but shall not be limited to, the following:

- (a) Preparing and administering an annual budget;
- (b) Establishing and administering an adequate reserve fund;
- (c) Scheduling and conducting the Annual Meeting and other meetings of the Members;
- (d) Collecting and enforcing assessments and fines assessed by the Association;
- (e) Accounting functions, banking functions, and maintaining records;
- (f) Enforcement of the Association governing documents, including the Declaration and rules;

- (g) Maintenance of the Common Areas;
- (h) Obtaining and carrying appropriate property and liability insurance and fidelity bonds, as provided in the Declaration;
- (i) Paying the cost of all services rendered to the Association;
- (j) All the other duties imposed upon the Board pursuant to the Declaration and other governing documents, including enforcement thereof.

4.05 Quorum and Manner of Acting. A majority of the Board members shall constitute a quorum for the transaction of business at any meeting of the Board. Each Board member shall have one (1) vote. The act of a majority of the Board members present at any meeting at which a quorum is present shall be the act of the Board. The Board members shall act only as a Board, and individual Board members shall have no powers as such.

4.06 Meetings. The Board shall hold an organizational meeting within ten (10) days following each Annual Meeting or Special Election Meeting at such time and place as the Board may determine. Thereafter, the Board shall hold regular meetings at such time and place as the Board may determine, but the Board shall meet at least four (4) times during each fiscal year with at least one (1) meeting per quarter. Special meetings shall be held when called by written notice signed by the President or any two (2) Board members.

4.07 Notice and Waiver of Notice. Notices of Board meetings shall be sent to each Board member and shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. However, transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present and (ii) either before or after the meeting the Board member not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any Board member who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

4.08 Open Meetings; Executive Session. Subject to the provisions of 4.012 and the provisions contained in this section, all Board meetings shall be open to all Members, but only Board members may participate in any discussion unless other Members are authorized by the Board to participate. In such case, the Board may limit the time any such individual may speak. Notwithstanding the provisions above, the Board may adjourn any Board meeting and reconvene in an executive session and may exclude persons other than Board members for consideration of one or more of the following topics: (i) employment or personnel matters for employees of the Board or Association; (ii) legal advice from an attorney for the Board or the Association; (iii) pending or contemplated litigation; and/or (iv) pending or contemplated matters relating to enforcement of the Association's documents or rules.

4.09 Compensation. No Board member shall receive compensation from the Association or receive a waiver from the Association for any amount of assessments for any services that he or she may render to the Association as a Board member; provided, however, that a Board member may be reimbursed for expenses incurred in performance of his or her duties as a Board member to the extent such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his or her capacity as a Board member.

4.010 Resignation and Removal. A Board member may resign at any time by delivering a written resignation to either the President or the remaining Board members. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Board member may be removed at any time, for or without cause, by the affirmative vote of at least seventy-five percent (75%) of those Members present, either in person or by proxy, at a special meeting of the Members duly called for such purpose, provided that a quorum is present at the meeting.

4.011 Vacancies. If vacancies occur in the Board by reason of the death, resignation or disqualification of a Board member, the remaining Board members shall continue to act, and such vacancies shall be filled by a vote of the remaining Board members, though less than a quorum, in any way approved by such Board members at the meeting. Any vacancy in the Board occurring by reason of removal of a Board member by the Members may be filled by election at the meeting at which such Board member is removed. Any Board member elected or appointed to fill a vacancy shall serve for the unexpired term of his or her predecessor.

4.012 Informal Action by Board Members. Any action that is required or permitted to be taken at a meeting of the Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Board Members.

ARTICLE V. OFFICERS

5.01 Officers. The officers of the Board shall be a President, Vice President/Secretary, and Treasurer. Officers of the Association shall be elected by the Board Members at the organizational meeting of the Board.

5.02 Tenure and Qualifications. Each Officer shall hold his or her office until his or her successor shall have been elected and qualified, or until his or her death, or until his or her resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. The President, Vice President/Secretary, and Treasurer shall be and remain Board members during the entire term of their respective offices.

5.03 The President. The President shall preside at meetings of the Board and at meetings of the Members. He or she shall sign on behalf of the Association all conveyances,

mortgages, documents, and contracts, and shall do and perform all other acts and things that may be required of him or her.

5.04 The Vice President/Secretary. The Vice President/Secretary shall act in the place and stead of the President in the event of the President's absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her. The Vice President/Secretary shall keep the minutes of the Association and shall maintain such books and records as the law, these Bylaws, the Declaration, or any resolution of the Board may require him or her to keep.

5.05 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members or at a meeting of the Board. He or she shall perform such other duties as may be required of him or her.

ARTICLE VI. COMMITTEES

6.01 Designation of Committees. The Board may from time to time designate committees as appropriate to help in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall be comprised of Members and shall include at least one (1) Board member. No committee member shall receive compensation from the Association or receive a waiver from the Association for any amount of assessments for services that he or she may render to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of his or her duties as a committee member to the extent that such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his or her capacity as a committee member.

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

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

6.04 Resignation and Removal. Any member of any committee designated hereunder may resign at any time by delivering a written resignation to the President, the Board,

or the presiding officer of the committee of which he or she is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any member of any committee.

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

ARTICLE VII. INDEMNIFICATION

7.01 Indemnification: Third Party Actions. The Association shall indemnify any person who was, or is, a party, or is threatened to be made a party, to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is, or was, a Board member, or is, or was, serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or 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 or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

7.02 Indemnification: Association Actions. The Association shall indemnify any person 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 Association to procure a judgment in its favor by reason of the fact that he or she is or was a Board member, or is, or was, serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and 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 negligence or misconduct in the performance of his or her duty to the Association, unless, and only to the extent, that the court in which such action or suit was brought 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.

7.03 Determinations. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 7.01 or 7.02 hereof, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith. Any other indemnification under Sections 7.01 or 7.02 hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he or she has met the applicable standard of conduct set forth respectively in Sections 7.01 or 7.02 hereof. Such determination shall be made either (i) by the Board by a majority vote of disinterested Board members or (ii) by independent legal counsel in a written opinion, or (iii) by the Members by the affirmative vote of at least fifty-one percent (51%) of the Total Votes of the Association at any meeting duly called for such purpose.

7.04 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately be determined that he or she is entitled to be indemnified by the Association as authorized by this Article or otherwise.

7.05 Scope of Indemnification. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Declaration, Bylaws, agreements, vote of disinterested members or Board members, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. The indemnification authorized by this Article shall apply to all present and future Board members, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Board members, officers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

7.06 Insurance. The Association shall purchase and maintain insurance on behalf of any person who was or is a Board member, officer, employee, or agent of the Association, or who was, or is, serving at the request of the Association as a trustee, director, officer, employee, or agent of another corporation, entity or enterprise (whether for profit or not for profit), as may be required by the Declaration.

7.07 Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expenses of the Association and shall be paid with funds from the Common Expense Fund referred to in the Declaration.

ARTICLE VIII. FISCAL YEAR AND ACCOUNTING

8.01 Fiscal Year. The fiscal year of the Association shall be established by the Board.

8.02 Accounting. The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the Treasurer. At the close of each fiscal year, the books and accounts shall be audited by a certified public accountant approved by the Board of Trustees. The books and accounts shall be available for inspection at the office of the Association by any unit owner or his or her authorized representative during regular business hours.

ARTICLE IX. RULES AND REGULATIONS

9.01 Rules and Regulations. The Board of Trustees may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Project, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration, or these Bylaws. The Members shall be provided with copies of all rules and regulations adopted by the Board, and with copies of all amendments and revisions thereof.

ARTICLE X. MISCELLANEOUS

10.01 Notices to Association and Board. All notices to the Association or the Board shall be sent care of the Registered Agent as registered with the Utah Department of Commerce, or, if there is no Registered Agent, to the principal office of the Association or to such other address as the Board may hereafter designate from time to time.

10.02 Notices to Owners.

(a) In any circumstance where notice is required to be given to the members, the Association may provide notice by electronic means, including text message, email, or an Association website, if the Board deems the notice to be fair and reasonable. A member may require the Association, by written demand, to provide notice to the member by mail. The Board is authorized to promulgate rules and procedures facilitating the implementation of this section as it deems fit from time to time, including requiring members to furnish the Association with a current email address.

(b) Except as otherwise provided in the Declaration, these Bylaws or law, all notices to any Owner shall be sent to such address as may have been designated by him or her, from time to time, in writing to the Board, or if no address has been designated, then to the Owner's Lot.

(c) If a Unit is jointly owned, notice shall be sent to a single address, of which the secretary has been notified in writing by such parties. If no address has been given to the secretary in writing, then mailing to the Lot shall be sufficient.

10.03 Affairs, Electronic Means. Any transaction or action involving the business or affairs of the Association, including but not limited to voting and providing notice or records, may be conducted by electronic means. The Association may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the member if the Board does so in good faith and has no reason to believe it is not the act of the member. A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by a member or by the Association.

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

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

10.06 Fiscal Year. The fiscal year of the Association shall be determined by the Board.

10.07 Conflicts. 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 XI. AMENDMENTS

10.01 Amendments. Except as otherwise provided by law, by the Articles of Incorporation, or by the Declaration, these Bylaws may be amended, altered, or repealed by the

vote of the Board of Trustees of the Association at any regular meeting of the Board or at a special meeting of the Board called for that purpose, provided a quorum of the Trustees is present at such meeting. These Bylaws and any amendments thereto may also be amended by a majority of the members of the Association at any regular meeting of the Association or at a special meeting of the Association called for that purpose.

IN WITNESS WHEREOF, the undersigned have executed these Bylaws this 18th day of September, 2017.

NEW HAVEN HOMEOWNERS
ASSOCIATION

By: Terri Ludlow

Its: President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 18 day of September, 2017, personally appeared before me Terri Ludlow, who by me being duly sworn, did say that he/she is the President of the New Haven Homeowners Association, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors and said President, duly acknowledged to me that said corporation executed the same.

Diane Bruehl
NOTARY PUBLIC

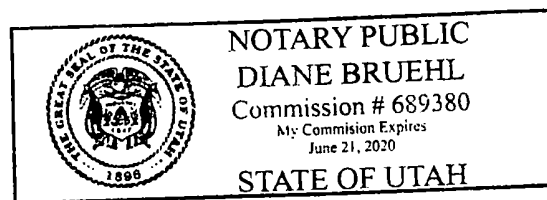


EXHIBIT A

PROPERTY DESCRIPTION

The Property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of these Bylaws consists of the following described real property situated in Salt Lake County, State of Utah.

Beginning at a point on the proposed South line of Vine Street, said point being North 562.829 feet and S 89° 15' 45" E 196.669 feet from the North 1/4 Corner of Section 21, T.2S., R.1E., S.L.B.&M., said Section Corner being S 23° 02' W 651.49 feet from a Salt Lake County Witness Monument in said Vine Street, said point of beginning also being N 89° 15' 45" W along the Vine Street Centerline 58.247 feet and S 0° 00' 58" W 40.00 feet from said Witness Monument (Basis of bearing being N 89° 07' 18" W 3265.42 feet between said Witness Monument and a Salt Lake County Monument in the intersection of 1300 East Street and said Vine Street); Thence along said proposed South line S 89° 15' 45" E 58.253 feet and N 89° 15' 45" E 175.271 feet to a point on a fence line: Thence along said fence line S 0° 16' 05" E 125.664 feet and S 0° 05' 40" E 21.822 feet and S 88° 42' 14" W 109.194 feet and S 1° 00' 55" E 165.00 feet; Thence East 106.52 feet to a fence line; Thence along said fence line S 0° 05' 40" E 259.054 feet and S 0° 42' 20" E 40.624 feet; Thence West 22.788 feet; Thence S 1° 00' W 960.143 feet; Thence N 89° 57' 30" W 254.493 feet to a fence line; Thence S 0° 17' 47" E along said fence line 118.00 feet; Thence West 258.902 feet to a fence line; Thence N 0° 04' 43" W along said fence line 347.909 feet; Thence N 89° 30' W 220.324 feet; Thence N 0° 24' 53" E 689.35 feet to a point on the South line of Jamestown No. 4 Subdivision; Thence N 87° 02' 38" E along said South line 195.26 feet to the Southeast Corner of Lot 409, said Jamestown No. 4 Subdivision; Thence N 0° 01' 18" W along the East line of said Jamestown No. 4 Subdivision 405.64 feet; Thence East 131.608 feet to a fence line; Thence S 0° 01' 44" E along said fence line 402.068 feet; Thence N 88° 26' 45" E 9.494 feet; Thence East 81.95 feet; Thence N 34° 19' 01" E 42.07 feet; Thence East 90.814 feet; Thence N 0° 00' 58" E 603.098 feet to the point of beginning containing 19.681 acres.

EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located outside the Lots included within the above-described tract.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration) to improve the Common Areas with such facilities, including, but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservation, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such

improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights of way of record.

Beginning at a point South 77.55 feet and West 9.49 feet from the North quarter corner of Section 21, Township 2 South, Range 1 East, Salt Lake Base and Meridian, quarter corner being South 23° 02' 00" West 651.49 feet from a Salt Lake County Witness Monument in Vine Street, and running thence along the East boundary line of Lot 53, 54, 55, 56 of Haven Grove PUD Plan II North 00° 01' 44" West 400.00 feet; thence East 71.698 feet; thence South 400.00 feet; thence West 71.496 feet to the point of beginning.

Beginning at a point which is South 77.45 feet and East 57.80 feet from the North quarter corner of Section 21, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0° 01' 02" West 241.28 feet; thence East 138.80 feet; thence South 0° 00' 58" West 206.53 feet; thence West 90.81 feet; thence South 34° 19' 01" West 42.07 feet; thence West 24.14 feet to the point of beginning.

Parcel Nos. 22212030010000, 22164530370000, 22211280490000, 22211280480000, 22211280470000, 22211280460000, 22211280510000, 22211280520000, 22211280530000, 22212030510000, 22212030540000, 22212030550000, 22164530400000, 22212030560000, 22212030570000, 22212030580000, 22212030610000, 22211280640000, 22211280630000, 22211280560000, 22211280560000, 22164530410000, 22164540080000, 22164540080000, 22164540090000, 22164540050000, 22164540060000, 22164540190000, 22211280500000, 22212030240000, 22211290600000, 22211290610000, 22211290620000, 22211290630000, 22211290650000, 22212030430000, 22211290640000, 22211290640000, 22212030360000, 22212030440000, 22212030590000, 22212030600000, 22212030600000, 22212030590000, 22212030520000, 22212030530000, 22212030500000, 22212030500000, 22212030630000, 22212030500000, 22212030460000, 22212030470000, 22211280450000, 22163820270000, 22163820190000, 22163820260000, 22163820240000, 22163820280000, 22211280360000, 22211280550000, 22211280410000, 22211280540000, 22211280570000, 22211280580000, 22211280620000, 22211280590000, 22211280620000, 22211280610000, 22211280600000, 22211280310000, 22211280360000, 22164540180000, 22164540140000, 22212030620000, 22212030380000, 22212030390000, 22164540160000