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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
IVORY CROSSING
PO BOX 5555
DRAPER UT 84020
BY: MBA, DEPUTY - WI 48 P.

**AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
AND BYLAWS
FOR
IVORY CROSSING
A Planned Unit Development**

**Ivory Crossing Phases 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 & 11
338 Lots plus Common Areas
January 2019**

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS & BYLAWS
FOR
IVORY CROSSING
A Planned Unit Development**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for IVORY CROSSING, P.U.D. (the "Declaration") supersedes and replaces in its entirety the following documents:

- 1) the document entitled "Declaration of Covenants, Conditions & Restrictions for Ivory Crossing, An Expandable Planned Unit Development" recorded as Document 8795529 on August 29, 2003;
- 2) the document entitled "First Supplement to the Declaration of Protective Covenants, for Ivory Crossing Phase II, An Expandable Planned Unit Development" recorded as Document 9117821 on July 12, 2004;
- 3) the document entitled "Second Supplement to the Declaration of Protective Covenants, for Ivory Crossing Phase III, An Expandable Planned Unit Development" recorded as Document 9368186 on May 5, 2005;
- 4) the document entitled "Third Supplement to the Declaration of Protective Covenants, for Ivory Crossing Phase IV, An Expandable Planned Unit Development" recorded as Document 9671410 on March 23, 2006;
- 5) the document entitled "Fourth Supplement to the Declaration of Protective Covenants, for Ivory Crossing, A Utah Planned Unit Development" recorded as Document 10107327 on May 22, 2007;
- 6) the document entitled "Fifth Supplement to the Declaration of Protective Covenants, for Ivory Crossing, A Utah Planned Unit Development" recorded as Document 11148533 on March 11, 2011;
- 7) the document entitled "Amended Sixth Supplement to the Declaration of Protective Covenants, for Ivory Crossing Phase 7, A Utah Planned Unit Development" recorded as Document 11252445 on September 30, 2011;
- 8) the document entitled "Seventh Supplement to the Declaration of Protective Covenants, for Ivory Crossing Phase 8, A Utah Planned Unit Development" recorded as Document 11441891 on August 1, 2012;
- 9) the document entitled "Eighth Supplement to the Declaration of Protective Covenants, for Ivory Crossing Phase 9, A Utah Planned Unit Development" recorded as Document 11432767 on July 19, 2012;
- 10) the document entitled "Ninth Supplement to the Declaration of Protective Covenants, for Ivory Crossing Phase 10, A Utah Planned Unit Development" recorded as Document 11567864 on January 31, 2013; and
- 11) the document entitled "First Amendment to Declaration of Protective Covenants, for Ivory Crossing, a planned unit development" recorded as Document 9941694 on December 15, 2006.

This page is recorded as a placeholder for the

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which will be placed in the document
as a reference and distribution assistance
after recording

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS & BYLAWS
FOR
IVORY CROSSING
A Planned Unit Development**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions & Bylaws for Ivory Crossing, a Planned Unit Development (the "Declaration") is made and executed by IVORY HOMES, a Utah limited partnership, of 970 Woodoak Lane, Salt Lake City, Utah 84117 (hereinafter referred to as the "Declarant").

RECITALS:

A. This Declaration affects that certain real property located in Salt Lake County, Utah described with particularity in Article II below (hereinafter referred to as the "Project").

B. Exhibit A of this Declaration further defines the property subject to this Declaration. All Lots therein are part of the Association and each Owner of a Lot is a member thereof.

C. The Association was created as a residential planned unit development which shall include certain Lots, Common Area, and other improvements. All of such construction has been, or is to be, performed in accordance with the plans contained in the Record of Plat Map previously recorded.

D. The Association desires to continue to provide for the preservation and enhancement of the property values and improvements of the Property and to ensure a uniform plan and scheme of development.

E. Pursuant to Article III, Section 34 of the Declaration, the Declarant may unilaterally amend the Declaration by recording a written instrument executed by the Declarant, without any additional approval required. As of the date of this recording, the Class B membership exist (as defined in the "Declaration of Covenants, Conditions & Restrictions for Ivory Crossing, An Expandable Planned Unit Development" recorded as Document 8795529 on August 29, 2003);

NOW, THEREFORE, the Association declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions set forth below:

I. DEFINITIONS

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated.

1. Accessory Building shall mean and refer to any structure which is not the primary structure, containing at least 120 square feet, and requires a building permit, and shall not include any shed, shack or other out-building for which a building permit is not required.

2. Additional Charges shall mean and refer cumulatively to all collection and administrative costs, including but not limited to all attorney's fees, late charges, collection fees, management fees, service fees, filing and recordation fees, accruing interest, fines, and expenditures actually incurred or assessed by the Association in addition to any other charges permitted by Utah Code Ann. §57-8a-101, et seq (the "Act").

3. Articles of Incorporation shall mean and refer to the Articles of Incorporation of the IVORY CROSSING HOMEOWNERS ASSOCIATION, INC. on file with the State of Utah. In the event of involuntary or any other dissolution of the corporation, the Board of Trustees may re-incorporate the Association as it deems it to be in the Association's best interests.

4. Assessments shall mean and refer the amounts levied against a Lot or Lot Owner consistent with this Declaration and the Act.

5. Association shall mean and refer to association of all of the Owners at the IVORY CROSSING acting as a class or group.

6. Board of Trustees (Board) shall mean and refer to those Lot Owners duly elected and qualified to manage, operate and regulate the Association.

7. Building shall mean and refer to any of the structures constructed in the Project.

8. Bylaws shall mean and refer to the document attached to this Declaration entitled "Bylaws" (Exhibit "C").

9. Capital Improvement shall mean and refer to all new improvements intended to add to, enhance or upgrade the nature, scope, utility, value, or beauty of the Project, as opposed to ordinary repair and maintenance.

10. City shall mean and refer to the City of South Jordan.

11. Common Areas shall mean and refer to all real property in the Project in which the Association owns an interest for the common use and benefit of its Members, their successors, assigns, tenants, families, guests and invitees, including but not limited to the following items:

a) The real property and interests in real property submitted hereby, including the entirety of the Property and all improvements constructed thereon, excluding the individual Lots, and those areas owned by municipalities or others.

b) All Common Areas and Facilities (including, if any, grounds, landscaping, lighting, fences, sidewalks, and parking) designated as such in the Plat Map or Maps, including all utility installations and all equipment connected with or in any way related to the furnishing of utilities to Common Areas; and

c) Any other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Common Areas.

12. Common Expense shall mean and refer to:

- a) All sums lawfully assessed against the Owners;
- b) Expenses of administration, maintenance, repair or replacement of the Project;
- c) Expenses allocated by the Association among the Owners;
- d) Expenses agreed upon as common expenses by the Board of Trustees; and
- e) Expenses declared common expenses by the Declaration.
- f) Expenses authorized by the Act but not stated in this Declaration.

13. Community shall mean and refer to the Project and its members.

14. Community Wide Standard shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing in the Community as determined by the Board of Trustees from time to time.

15. Declaration shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions & Bylaws for Ivory Crossing, a Planned Unit Development.

16. Declarant shall mean IVORY HOMES, a Utah limited partnership, its successors and assigns.

17. Dwelling Unit shall mean and refer to the detached single-family home, living unit or residential structure constructed upon a Lot.

18. Eligible Insurer shall mean and refer to an insurer or governmental guarantor or a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

19. Eligible Mortgagee shall mean and refer to a mortgagee, beneficiary under a trust deed, or lender who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

20. Eligible Votes shall mean and refer to those votes available to be cast on any issue before the Association or the Board. A vote which is for any reason suspended is not an "eligible vote."

21. Land shall mean and refer to all of the real property subject to this Declaration.

22. Lot shall mean and refer to a portion of the Property, other than the Common Area, intended for any type of independent ownership and use as may be set out in this Declaration and as shall be shown on the Plat Map filed with this Declaration or amendments thereto. Where the context indicates or requires, the term Lot includes any Dwelling Unit, physical structure or improvement constructed on the Lot.

23. Lot Number shall mean and refer to the number, letter or combination thereof designating a particular Lot.

24. Lot Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided fee interest in a Lot. The term Lot Owner does not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

25. Majority shall mean and refer to those eligible votes of Owners or other groups as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

26. Map shall mean and refer to the Plat Map on file in the office of the County Recorder of Salt Lake County.

27. Member shall mean and refer to an Owner obligated, by virtue of his Ownership, to be a shareholder in the Association.

28. Mortgage shall mean and refer exclusively to either a first mortgage or first deed of trust on any Lot, but shall not mean or refer to an executory contract of sale.

29. Mortgagee shall mean and refer exclusively to a mortgagee under either a first mortgage or a beneficiary under a first deed of trust on any Lot, but shall not mean or refer to a seller under an executory contract of sale.

30. Owner shall mean and refer to the Lot Owner.

31. Person shall mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

32. Phase shall mean and refer to each separate step in development of the Property. The term shall also include all improvements which are constructed and all appurtenances, rights, obligations, and legal relationships which come into existence in conjunction with the submission of any single tract.

33. Phase (or Plat) Maps shall mean and refer to the Plat Map of each phase filed for record in the Office of the County Recorder of Salt Lake County, Utah, as they may be amended from time to time. The Plat Map will show the location of the Lots and Common Areas.

34. Project shall mean and refer to IVORY CROSSING, a Planned Unit Development.

35. Project Documents shall mean the Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations.

36. Property shall mean and refer to all of the land or real estate, improvements, and appurtenances submitted to this Declaration.

37. Recreational, Oversized or Commercial Vehicle shall mean and refer to any recreational, commercial or oversized vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other recreational, oversized or commercial transportation device of any kind.

38. Repair shall mean and refer to merely correcting the damage done sometimes by accident or fire or other cause, but more often due to the ravages of time and the deterioration resulting from ordinary wear and tear, by substituting for the damage, decayed or worn-out parts, new material, usually similar to that replaced, and so restoring the structure to its original sound condition.

39. Rules shall mean and refer to the rules, resolutions, and/or regulations adopted by the Board. Rules may be contained within formal Resolutions of the Board.

40. Single Family Home or Residence shall mean and refer to both the architectural style of a Dwelling Unit and the nature of the residential use permitted.

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

42. Street Trees. Landscaping shall include the planting of trees by the homeowner in accordance with the Street Trees covenants and restrictions found in Article III, Section 5(b)(7)(g)(1) of this document.

43. Subdivision shall mean and refer to all the IVORY CROSSING phases.

44. Trade and Business shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required therefor.

II. SUBMISSION

The land described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference, is located in Salt Lake County, Utah, is hereby submitted to the terms, covenants and conditions of this Declaration, and is hereby made subject to, and shall be governed and regulated by, this Declaration of restrictive covenants. In addition:

The Land is SUBJECT TO the described easements and rights of way, TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

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 reservation and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Project or any portion thereof, including without limitation, any mortgage or deed of trust; all visible and necessary easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Plat Maps or otherwise existing; an easement for each and every common area improvement, equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above-described Project; and all easements necessary for servicing, repairing, ingress to, egress from, maintenance of, and replacement of all such common area improvements, equipment, pipes, lines, cables, wires, utility systems, and similar facilities.

III. COVENANTS, CONDITIONS, AND RESTRICTIONS

The foregoing submission is made upon and under the following covenants, conditions, and restrictions:

1. Description of Improvements. The significant improvements in the Project include, or may include, up to three hundred sixty-two (362) individually owned Lots, a clubhouse, swimming pool and open space. The Common Area and Facilities, owned by the Association, may also contain guest parking areas, green space, landscaping, fences, gates, roads, utility systems, and entry way or ways. All roads within the Project shall be dedicated to the City. While the exact number of lots, physical improvements or amenities may vary from this projection, the Buildings and Dwelling Units shall be built with cement footings and foundation, wood, siding, stucco and/or brick exteriors, interior walls of wood studs, plywood and dry wall plaster, and wood, tile or composite asphalt shingles on the roof. The Project will also contain other improvements of a less significant nature.

a) Exclusion of Parcels. Parcel A as shown on the Phase IX Plat is excluded from this submission and is not annexed to the Project. Parcel A and Parcel B as shown on the Phase VIII Plat are excluded from this submission and are not annexed to the Project. Parcel A as shown on the Phase X Plat is excluded from this submission and is not annexed to the Project.

2. Membership in the Association. Membership in the Association is mandatory and may not be partitioned from the ownership of a Lot. Each Lot Owner, by virtue of his accepting a deed or other document of conveyance to a Lot, is deemed to be a member of the Association.

3. Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Lot shall describe the interest or estate involved substantially as follows:

All of LOT NO. _____ contained within the IVORY CROSSING, a Planned Unit Development, as the same is identified in the Record of Plat Map recorded in Salt Lake County, Utah as Entry No. _____, in Book _____, at Page (as said Record of Plat Map may have heretofore been amended or supplemented) and in the Declaration of Covenants, Conditions and Restrictions of the IVORY CROSSING, a Planned Unit Development, recorded in Salt Lake County, Utah as Entry No. _____, in Book _____ at Page _____ (as said Declaration may have heretofore been amended or supplemented), together with an undivided percentage of ownership interest in the Association.

Regardless of whether or not the description employed in any such instrument is in the above specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot. Neither the membership in the Association, nor the right of non-exclusive use of a Common Area shall be separated from the Lot to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such mandatory membership in the Association and such right of exclusive use shall automatically accompany the transfer of the Lot to which they relate.

4. Architectural and Related Issues. Since aesthetics, the integrity and harmony of the original design, and the quality of construction and materials throughout the Subdivision are important, all architectural designs, plans, specifications, construction materials, and construction shall (a) comply with adopted Resolutions of the Association or (b) be reviewed and approved by the ARC or its designee and (c) be consistent with the other restrictions set forth herein. Approval from the ARC does not imply that building codes or State of Municipal Ordinances have been followed.

5. Architectural Review Committee ("ARC"). While the ARC will not police architectural issues, it will address complaints made to it in writing by Owners and any construction, alteration, or other work done in violation of this Declaration shall be considered to be nonconforming. The ARC has the power and authority to resolve all architectural issues. The ARC shall consist of three (3) members. The Board shall appoint all of the members of the ARC but in the event an ARC is not appointed, the ARC shall be the Board.

a) Authority. The Board and the ARC have the power and authority to resolve architectural issues. In case of a conflict, the Board's decision shall take precedence.

b) ARC Powers and Standing. Any instrument executed by the Board, the ARC or its legal representative that recites facts which, if true, would establish the power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument. The ARC shall constitute a legal entity capable of dealing in its own name or in behalf of two or more Owners. The ARC shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Section and its decisions, including without limitation:

1) Review Plans. The power and authority to review and approve or disapprove all architectural designs, plans, specifications, construction materials, and construction.

2) **Respond to Complaints.** While the ARC will not police the Subdivision, it shall have the power and authority, but not the obligation, to respond to written concerns of Owners about architectural issue.

3) **Access.** The power and authority to enter into or upon any Lot to make inspections, evaluations or repairs and to do other work necessary for the proper maintenance and operation of the Subdivision or to enforce the decisions of the ARC. Except in the case of an emergency, residents shall be given at least twenty-four (24) hours prior notice before the ARC may exercise this power.

4) **Enforcement.** The power and authority to issue sanctions, fine, or otherwise individually assess an Owner for a violation of the Design Guidelines or seek other more formal legal remedies, including but not limited to injunctive relief and damages.

5) **All other Acts.** The power and authority to perform any and all other acts, and to enter into any other transactions which may be reasonably necessary for the ARC to perform its functions for and in behalf of the Owners.

6) **Designs, Plans and Specifications.** Architectural designs, plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the ARC for review and approval. Information concerning drainage, lighting, landscaping and other features of proposed construction should be submitted if applicable. If requested, designs submitted for approval shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

7) **Approval of Plans and Specifications.** Architectural Designs, Plans and Specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements, including by way of illustration but not limitation all primary Dwellings and Accessory Buildings, shall be submitted to the ARC for review and approval (or disapproval). In addition, drainage, lighting, landscaping and other features of proposed construction shall be submitted as applicable. In reviewing each submission, the ARC may consider the proposed design, harmony of external design with existing structures and the common scheme, the location in relation to surrounding structures, topography, finish grade and elevation, among other things. Failure of the ARC to respond to a submission shall never be deemed approval of said plans. Decisions of the ARC may be based on purely aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as ARC members change over time. No Building shall be erected, placed or altered on any Lot until the construction plans and specifications, including a plan showing the location of the structure upon the Lot have been approved by the ARC and it has been determined that the proposed quality of construction, harmony of external design, topography, landscaping, drainage, and finish grade elevation are acceptable. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line unless similarly approved. No Dwelling shall be constructed or altered unless it meets the following minimum requirements:

(a) No Lot shall be used except for residential purposes for a single family. The Association's definition of "single family" shall match the South Jordan City Code definition of "Family or Household" which states, "One or more persons related by blood, marriage, adoption or approved foster care, and up to two (2) unrelated persons; or a group of not more than four (4) unrelated persons occupying a dwelling unit or a group of persons as defined by state law as elderly or disabled." (South Jordan City Code 17.08.010: Definitions)

(b) No Building shall be erected, altered, placed, or permitted to remain on any lot other than detached single family dwellings not to exceed two stories in height with a private garage for not less than two vehicles.

(c) No slab on grade Dwelling is permitted.

(d) Building location must conform to the requirements of South Jordan.

(e) All exterior materials utilized on Dwellings shall consist of natural materials including by way of illustration but not limitation stone, brick, stucco, and wood. Aluminum, steel, and vinyl siding may only be used for soffit and fascia unless otherwise approved by the ARC in writing.

(f) Any detached Accessory Building must conform in design and materials with the primary residential dwelling. Any and all Accessory Building plans must be submitted, reviewed and approved in advance. The maximum height of an Accessory Building shall be 12 feet, however the ARC may grant an exception at its sole discretion and such an exception shall not create a binding precedent on the ARC or the Association as long as the exception is not arbitrary.

(g) Landscaping. All Lot landscaping, grading, and drainage is subject to the following covenants, conditions, restrictions and easements, and shall be completed strictly in accordance with the Landscaping Guidelines adopted by the Developer or the ARC and so as to comply with and not impair all applicable ordinances and flood control requirements. Landscaping shall include by way of illustration but not limitation the planting of a lawn and/or other appropriate ground cover, planting beds and flower beds, appropriate bushes and shrubs, and the planting of trees.

(1) Street Trees.

All STREET TREES (park strip) replacements must also satisfy these requirements.

a. STREET TREES are to be planted in the park strip in front of each lot. They are to be centered between the back of curb and the edge of the sidewalk.

b. STREET TREES shall be a minimum two-inch (2") caliper in size when planted. (Caliper is the diameter of the trunk measured twelve (12) inches above the top of the root ball.)

c. Any damaged or diseased STREET TREES are to be replaced immediately by the homeowner at his sole cost and expense.

d. Where possible, STREET TREES shall follow a street's consistent plan.

e. From time-to-time the ARC or Board shall publish a list of approved STREET TREES.

(2) The Owner is responsible for the initial planting of trees.

(3) Trees, lawns, shrubs, or other plantings placed on a Lot shall be properly cared for, nurtured, maintained and replaced by the Owner.

(4) Any weeds or diseased or dead lawn, trees, ground cover bushes or shrubs shall be removed and replaced

(5) Landscape Guidelines, duly adopted by Rule, by the Board from time to time, shall be followed.

(6) No hardscape material or controlled surfaces may be installed or constructed as landscaping in the front, side or rear yards of a Lot without the express prior written consent of the ARC. For use herein, hardscape material or controlled surfaces shall mean concrete, cement or masonry products, pavers, brick, brick pavers, decorative stone, stone, cobblestone, tile, terrazzo, slabs, slate, rocks, pebbles, gravel, permeable pavements and so forth or other artificial or impermeable surfaces, and so forth.)

(7) No additional driveway or parking pad may be added to the exterior of the home except to the side of the existing driveway and then only if the additional driveway or parking pad:

- a. has the express prior written consent of the ARC;
- b. is compatible with the topography and the design and landscaping scheme of neighboring lots; and
- c. is expressly conditioned upon continued maintenance, repair and replacement.

(h) For the installation of and maintenance of utilities and drainage facilities, areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each of the Lots and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

(i) The ARC reserves the right to request designs submitted for approval be prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

(j) No owner of any Lot within the subdivision shall at any time be permitted to subdivide his Lot into two or more sublots less in square foot area than the area of the Lot at the time of its initial purchase.

6. Statement of Purpose and Restrictions on Use. The purpose of the Project is to provide residential housing and parking space for Owners, residents and guests, all in accordance with this Declaration. The Lots and Common Areas and Facilities shall be used and occupied, subject to the following:

a) Nature and Restrictions on Ownership and Use in General. Each Owner shall have and enjoy the privileges of fee simple Ownership of his Lot. There shall be no requirements concerning who may own a Lot, it being intended that they may and shall be owned as any other property rights by persons. Each of the Dwelling Units shall be occupied by the Owner, his family, guest or tenants as a private residence and for no other purpose.

b) Title to the Common Area. The Common Area, as shown on the Plat Map, shall be owned by the Association.

c) Mandatory Association. Each purchaser of a Lot shall automatically become a member of the Association.

d) Member's Easements and Rights of Way. Every Member of the Association shall as an Owner have the right and non-exclusive easement to use and enjoy the Common Area and Facilities. Such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following restrictions:

- 1) The right of the Association to limit the number of guests and residents;
- 2) The right of the Association to suspend the voting privilege;
- 3) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for the purpose of providing utilities and similar or related purposes; and
- 4) The right of the Board of Trustees to adopt rules and regulations.

e) Restrictions and Limitations of Use. The use of the Lots, of whatever kind, is subject to the following guidelines, limitations and restrictions:

1) Parties Bound. The Project Documents shall be binding upon all Owners, occupants and residents as well as their family members, guests, and invitees.

2) Nuisance. It shall be the responsibility of each Owner, occupant and resident to prevent the creation or maintenance of a nuisance in, on or about the Project. For purposes of this section a "nuisance" includes but is not limited to the following:

- (a) Any unclean, unhealthy, unsightly, or unkept condition on, in or about a Lot or the Common Areas;
- (b) The storage of any item, property or thing that will cause any Lot or the Common Area to appear to be in an unclean or untidy condition;
- (c) The storage of any substance, thing or material upon any Lot or in the Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;
- (d) The creation or maintenance of any noxious or offensive condition or activity in or about any Lot or the Common Areas;
- (e) Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other Owner, occupant or residents, as well as their family members, guests or invitees, particularly if the police or sheriff must be called to restore order;
- (f) Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community by other Owners, occupants or residents, as well as their family members, guests or invitees;

(g) Unreasonable noise in, on, or about any Lot or the Common;

(h) Unreasonable traffic in, on, or about any Lot or the Common Area; and

(i) Violation of U.C.A., Section 78B-6-1107 (e.g., party houses, drugs, prostitution, gambling, etc.)

3) Unsightly Work, Hobbies or Unkept Condition. The pursuit of hobbies or other activities, including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkept conditions, shall not be pursued or undertaken on any part of the Project.

4) Garbage, Dust & Debris. All rubbish, trash, refuse, waste, dust, debris and garbage must be cleaned up and stored in designated receptacles.

5) Subdivision of a Lot. No Lot shall be subdivided or partitioned.

6) Firearms, Incendiary Devices and Graffiti. The use of firearms and incendiary devices, or the painting of graffiti, within the Project is prohibited. The term firearms includes but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

7) Fireworks. Fireworks in Ivory Crossing shall follow South Jordan City firework rules and restrictions.

8) Temporary Structures & Dwellings. No Owner or resident shall place upon any part of the Project any temporary structures or dwellings including but not limited to tents, trailers (intended to be used as a temporary office or extended sleeping accommodations), or sheds, or anything that is or may become a nuisance, without the prior written consent of the Board of Trustees. Parking of recreational vehicles, per Section 12 below, is allowed.

9) Trees, Shrubs and Bushes; Maintenance of Proper Sight Distance at Intersections. All property located at or near driveways, entrances, exits, walkways, paths and street intersections or corners shall be landscaped so as to remove any obstructions and to permit safe sight. No fence, wall, hedge, shrub, bush, tree or monument, real or artificial, shall be planted or placed by an Owner, occupant or resident in, on or about the Common Areas without the prior written consent of the Board of Trustees. The Board of Trustees may alter or remove any objects planted or placed in violation of this subsection.

10) Energy Conservation Equipment (i.e. Solar). No solar energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed in, on, above or under the Property without the prior written consent of the Board of Trustees in accordance with U.C.A. 57-8a-701, 702 & 703 (as may be amended from time to time).

11) Business Use. No commercial trade or business may be conducted in or from a Lot or Dwelling Unit unless (a) written approval of the proposed business activity is granted by the Board of Trustees prior to the commencement of operations; (b) the business activity conforms to all home occupation and zoning requirements governing the Project; (b) the operator has a city issued business license; and (c) the business activity satisfies the Home Occupation Guidelines adopted by the Board of Trustees, as they may be modified from time to time. No resident may operate a commercial trade or business in or from his Lot with employees of any kind. All inventory, which may not exceed 250 cubic feet, must be contained within the Dwelling Unit. Notwithstanding the foregoing, the leasing of a Lot shall not be considered a trade or business within the meaning of this subsection.

12) Storage and Parking of Vehicles. The driving, parking, standing and storing of motor vehicles in, on, or about the Project shall be subject to the following:

(a) The parking rules and regulations adopted by the Board of Trustees from time to time;

(b) Except for purposes of loading or unloading passengers or supplies (for a period of time up to forty-eight (48) hours), no Recreational, Commercial or Oversized vehicle parking is allowed on the streets;

(c) No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any Lot, Building, Dwelling Unit, or parking space, or to create an obstacle or potentially dangerous situation.

(d) Residents may only park their motor vehicles within their garages and driveways. Recreational, Commercial and Oversized Vehicles must be parked to the rear of a plane parallel to the front of the Dwelling Unit and on a concrete pad behind a screen, fence or gate.

(e) No Owner, occupant or resident shall repair or restore any vehicle of any kind in, on, or about any Lot or the Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

(f) No Dwelling Unit garage may be altered or cluttered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed.

(g) All parking areas shall be used solely for the parking and storage of vehicles.

(h) Vehicles parked in violation of this Declaration may be impounded or towed without further notice, and at the Owner's sole risk and expense.

13) Aerials, Antennas, and Satellite Systems. Antennas and satellite dishes shall be prohibited within the Property, except (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (b) antennas or satellite dishes designed to receive video programming services via multi point distribution services which are one meter or less in diameter or diagonal measurement; (c) antennas or satellite dishes designed to receive fixed wireless signals (internet) service which are one meter or less in diameter; or (d) antennas or satellite dishes designed to receive television broadcast signals ("Permitted Devices") shall be permitted, provided that any such Permitted Device is:

(a) located in the attic, crawl space, garage, or other interior spaces of the Dwelling Unit or another approved structure on the Lot so as not to be visible from outside the Dwelling Unit or other structure;

(b) located in the rear yard of the dwelling (i.e., the area between the plane formed by the front facade of the Dwelling Unit and the rear lot line) and setback from all lot lines at least eight (8) feet;

(c) attached to or mounted on a deck or patio and extending no higher than the eaves of the portion of the roof of the Dwelling Unit directly in front of such antenna;

(d) attached to or mounted on the rear wall of the Dwelling Unit so as to extend no higher than the eaves of the Dwelling Unit at a point directly above the position where attached or mounted to the wall.

Notwithstanding, the foregoing, should an Owner determine that a Permitted Device cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, then the Owner may install the device in the least conspicuous alternative location on the Dwelling Unit or other structure where an acceptable quality signal can be obtained. The Board of Trustees may adopt rules establishing a preferred hierarchy of alternative locations and requiring screening of all Permitted Devices, so long as such rules do not unreasonably increase the cost of installation, maintenance, or use of the Permitted Device.

14) Windows and Window Coverings. Approved window coverings include white or off-white shutters, blinds and curtains. All other window coverings must be approved in advance by the ARC. Coverings must be in good repair. No aluminum foil, newspapers, bed sheets, reflective film coatings, or any other similar materials may be used to cover the exterior or interior side windows of any Dwelling Unit or garage. Sun shades and tinted windows are allowed.

15) Pets. Only domestic pets, as defined by the Board, are allowed. Residents with pet(s) must abide by the pet rules and regulations adopted by the Board from time to time. Pets which constitute a nuisance will not be allowed in the Project. Pets outside the Dwelling Unit must be in a fenced yard or kept on a physical leash (no shockers) or in a cage and under the control of the Owner or his designee at all times. No pets are to be allowed in the pool/clubhouse area. All city ordinances and regulations concerning pets will also be followed by Owners, occupants and residents of the Project. Dogs which bark, whine, howl or scratch unreasonably, or pets running loose in the Common Area and not in a cage or on a leash and under the control of the owner or pets whose owners do not immediately clean up after them, or pets in violation of any city ordinance or regulation, or pets which threaten any Owner, resident, guest or invitee with physical harm shall be deemed to constitute a nuisance.

No pets, animals, livestock or poultry of any kind shall be bred in, on, or about any Lot.

16) Insurance. Nothing shall be done or kept in, on, or about the Property, any Lot or the Common Area which may result in the cancellation or increase in rate of the association's insurance on the Common Area or amenity.

17) Laws. Nothing shall be done or kept in, on, or about any Lot or Common Area, or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

18) Damage or Waste. No damage to, or waste of, the Common Area shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Board of Trustees and the other Owners harmless against all loss resulting from any such damage or waste caused by that Owner or an invitee.

19) Structural Alterations. No structural alterations to any Building, Unit or the Common Area and Facilities are allowed without the prior written consent of the ARC and/or Board of Trustees.

20) Signs. No signs, billboards or advertising structures or devices of any kind may be built, installed or displayed on the Property or any Lot except for a single sign with a maximum size of 2' x 2' for specific purpose of advertising the sale of a Dwelling Unit or for political campaigns. Political campaign signs may be posted up to 30 days in advance of an election and must be removed within one week of the end of the election. "For Rent" signs are always prohibited. All signs in the Common Area are strictly prohibited. Anything to the contrary notwithstanding, the Association may install or place regulatory signs and temporary signs for the express purpose of announcing or advertising Association events.

21) Walls, Fences and Hedges. No fence, wall, hedge, or other similar structure (including without limitation any "topping" on such structures) shall be erected in a required front yard to a height in excess of (3') feet, nor shall any such structure be erected in any side or rear yard to a height in excess of (6') feet. With ARC approval, variances may be allowed along canal property lines and corner lots (as long as traffic/safety visibility is not affected). No fence, wall, hedge or other similar structure shall be erected in any yard bordering a street or front yard of any adjoining Lot to a height in excess of (6') feet any nearer to any street than the minimum building setback line. Where a retaining wall protects a cut below the natural grade and is located on the line separating Lots, such retaining wall may be topped by a fence, wall or hedge or similar structure six (6') feet in height. The only acceptable fencing materials are wrought iron or vinyl. White vinyl or earth tones are allowed. Chain link fences are not permitted under any circumstances. Cinder block walls may be allowed with approval of the ARC. Walls, fences, landscaping and the like constructed or installed within a public utility or drainage easement are constructed or installed at the Owner's risk and may have to be removed, dismantled or destroyed, and the property restored to its original condition, at said Owner's sole expense, where necessary because of the need for drainage or public utility servicing, installation, alteration or repairs by a utility company or as required by a public or private authority. Anything properly approved prior to the recording of this Amended & Restated document shall be deemed approved.

22) Conditional Uses. The following conditional uses may also be allowed with approval of ARC:

(a) Swimming pool, cabana, equipment building/other outdoor recreational activities (i.e., tennis courts, basketball court, soccer pitch, batting/pitching apparatus, etc.); and

(b) Accessory Buildings, permanent storage sheds, detached garage structures, workshops, detached conservatories/greenhouses etc. No metal, aluminum, vinyl or plastic sheds are allowed. All sheds require Board of Trustees approval prior to installation. Wooden sheds must be painted the same color as your house and the shingles must match the shingles on your house.

7. Residential Leases. No Owner shall be permitted to lease his Dwelling Unit for short term, transient, hotel, seasonal, vacation or corporate/executive use purposes, which are defined to include any use, occupancy or rental with an initial term or for an initial period of less than six (6) months. Daily or weekly rentals are prohibited, including, but not limited to, Airbnb, HomeAway, VRBO, etc. No Owner may lease individual rooms to separate persons or less than his entire Dwelling Unit without the prior written consent of the Board of Trustees. Except as set forth above, there are no restrictions on the leasing of a Dwelling Unit.

a) Owner-Occupied. In order to maintain the value of the purchased property and subdivision, a Dwelling Unit must be owner-occupied (or vacant) for a period of at least one (1) year after closing to be deemed a permissible rental Dwelling. The term "owner-occupied" shall mean a Unit occupied by one of the following: (a) The vested owner (as shown on the records of the Salt Lake County Recorder); (b) The vested owner and/or his spouse, children or siblings; or (c) The shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner (provided, such person holds a beneficial interest in such legal entity of at least 50.0%) and/or his spouse, children or parents.

b) Leases. Each Owner agrees, by the acceptance of a deed or other document of conveyance to a Lot, that in order to maintain the value of the purchased property and the subdivision, the leasing and renting of Dwelling Units is subject to the following covenants, conditions and restrictions:

1) Renting rules and regulations adopted by the Board of Trustees, as they may be amended from time to time.

2) No Owner may lease or rent his Dwelling Unit for a period of one (1) year from the date of closing.

3) "For Rent" or "For Lease" signs are prohibited.

4) All lease and rental agreements must be in writing and include the following:

a) That the tenant and their guests will follow all covenants, conditions and restrictions found in this Declaration and all Project Documents;

b) The Owner delegates their right to use the Common Areas and amenities to the Tenant.

c) That the Landlord participates in the South Jordan City Good Landlord Program, if any, and as may be amended from time to time.

5) The Association may also require that Owners use lease forms or addenda as may be approved by the Association (or include specific terms in their leases). The Association, through the Board, may take any and all action available in law or equity, including without limitation, the institution of proceedings in Unlawful Detainer/Eviction, on behalf of such Owner against his lessee, should the Owner fail to take legal action against a lessee in violation of the lease or Governing Documents of the Association. Additionally, if any Owner leases his Lot in violation of this Amendment, then after providing the Owner with the appropriate notice and hearing as required by law, the Owner fails to institute proceedings in Unlawful Detainer/Eviction against the lessee to have him removed from the Owner's Lot, then the Association may, but shall not have an obligation to, institute proceedings in Unlawful Detainer/Eviction on behalf of the Owner against the lessee to have the lessee evicted from the property. Any expenses incurred by the Association in enforcing this Amendment, including attorney fees and costs of suit, shall be repaid to the Association by such Owner. Failure of such Owner to make such repayment within fifteen (15) days after receipt of written demand thereof, shall entitle the Board (i) to levy and add to the assessment against such Owner and his Lot, all expenses incurred by the Association and to foreclose the assessment lien according to Utah law; or (ii) to file suit to collect the amounts due and owing, or both.

6) Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to his Dwelling Unit.

8. Easements; Drainage, Support, Maintenance and Repair. There are hereby RESERVED and the Association is hereby GRANTED the following easements and rights of way:

a) A non-exclusive easement over, across, though, above and under the Lots and the Common Area for the operation, maintenance and regulation of the Common Area, amenities and facilities, and landscaping and maintenance. A reciprocal easement on, over, under, through and across all Lots and Common Area for the drainage of surface waters on, over, under, through and across the Project. The Declarant established a storm drainage system designed to serve the entire Project (the "Master Storm Drain System"). No Owner shall interfere with the Master Storm Drain System established by the Declarant, or its successors or assigns. Each Owner shall be responsible to develop his Lot in a manner consistent with the Master Storm Drain System, and so as not to detract therefrom or interfere therewith, or the Established Drainage Pattern on any other Lot in the Project. No changes to the Established Drainage Pattern on any Lot shall be permitted without the prior written consent of the Board of Trustees. For purposes of this Section, the term "Established Drainage Pattern" is defined as the approved drainage pattern, facilities and improvements in existence at the time such Lot is conveyed to a home purchaser by the Declarant, its successor or assign. The cost of all improvements, maintenance, repairs and replacements of the storm drainage system located within the boundaries of any Lot shall be the responsibility of the Owner. The cost of all improvements, maintenance, repairs and replacements of the storm drainage system located in the Common Area shall be the responsibility of the Association. If the Association or the Owners fail to properly manage, maintain or replace the storm drainage system, the Association shall have the right, but not the obligation, to maintain the systems and to charge the cost thereby incurred to said Owner or Owners. The Association shall not have the authority to change, by vote, alienation, alteration, transfer, sale, or otherwise, the use of the currently existing areas and structures designed to control storm water runoff unless the consent of the appropriate governmental agencies has first been obtained in writing. Salt Lake County is hereby made a party to the covenants established by this Declaration for the sole purpose of protecting and preserving the use of the common storm drainage system and structures that serve the Project; however, Salt Lake County shall not be a member of the Association and it shall have no vote in the management, operation or regulations of its affairs although Salt Lake County is hereby granted a right of enforcement.

b) Easements. Easements for utilities, the Entry Monument drainage systems and facilities, and irrigation are reserved hereby. If any portion of the Entry or Entry Monument encroaches or comes to encroach upon a Lot, in whole or in part, as a result of construction, reconstruction, repair, shifting, settling, or movement, an easement for such encroachment is created hereby and shall exist so long as such encroachment exists. An Owner may not do any landscaping, grading or work or install any structure, building, improvement, planting, or other object, natural or artificial, or materials which may damage or interfere with the installation and maintenance of utilities, Entry Monument, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. If a drainage channel is altered by an Owner, the Developer and/or the Association expressly reserve the right to enter onto the property to restore the area at the cost of the Owner, and without being guilty of a trespass. In addition, the easement and right of way area of or on each Lot including by way of illustration but not limitation, the Entry Monument, in whole or in part, utilities, drainage systems and facilities, and irrigation, and all improvements within said area shall be maintained continuously by the Owner of the property, at his sole expense, excepting those improvements for which a public authority or utility company is expressly responsible.

9. Liability of Owners and Residents for Damages. Any Owner, occupant, resident or visitor who is negligent or careless and thereby causes damage to any person or property within the Project shall be strictly liable for said damage, loss or claim.

10. Encroachments. In the event that any portion of the Common Area or a Lot encroaches or comes to encroach upon other Common Area or a Lot as a result of construction, reconstruction, repair, shifting, settling, or movement, an easement for such encroachment is created hereby and shall exist so long as such encroachment exists.

11. Board of Trustees. The Association shall be managed by a Board of Trustees in accordance with the Bylaws. Any instrument executed by the Board of Trustees that recites facts which, if true, would establish the Board's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument. The Association shall, in connection with its exercise of any of the powers delineated below, constitute a legal entity capable of dealing in its name. The Board of Trustees shall have, and is hereby granted, the following authority and powers:

a) To Enter. The power and authority to enter into or upon any Lot or Dwelling Unit to make repairs and to do other work reasonably necessary for the proper maintenance and operation of the Project, Common Areas and Facilities. Except in the case of emergency, reasonable prior notice shall be given to the residents.

b) Grant Easements. The authority, without the vote or consent of the Owners, Mortgagees, insurers or guarantors of any Mortgage, or of any other person, to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance, operation or regulation of the Project.

c) **Execute Documents.** The authority to execute and record, on behalf of all Owners, any amendment to the Declaration or Plat Map which has been approved by the vote or consent necessary to authorize such amendment.

d) **Standing.** The power to sue and be sued.

e) **Enter Into Contracts.** The authority to enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.

f) **Transfer Interests in Real Property.** The power and authority to exchange, convey or transfer any interest in real property, so long as it has been approved by at least sixty-seven percent (67%) of the members in the Association.

g) **To Purchase.** The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property so long as it has been approved by at least sixty-seven percent (67%) of the members in the Association.

h) **To Add Property.** The power and authority to add any real property, or interest therein, obtained pursuant to subparagraph (g) above to the Project, so long as it has been approved by at least sixty-seven percent (67%) of the members in the Association.

i) **To Borrow Money.** The power and authority to borrow money, provided that no indebtedness for borrowed funds shall exceed in the aggregate at any given time a sum greater than five percent (5.0%) of the annual operation's budget without the prior vote or approval of a majority of the members of the Association in attendance at a meeting noticed for that purpose.

j) **Promulgate Rules.** The authority to promulgate such reasonable guidelines, rules, regulations, and procedures with respect to any provision herein or reasonably related thereto, as may be necessary or desirable to aid the Board, in a manner consistent with this Declaration.

k) **Meetings.** The authority to establish procedures for the conduct of its meetings.

l) **Assignment of Leasing of Open Common Area Parking Spaces.** The authority to assign or lease overflow parking spaces to occupants and residents.

m) **User Fees.** The authority to charge a user fee.

n) **All other Acts.** The power and authority to perform any and all other acts, and to enter into any other transactions which may be reasonably necessary for the Board to perform its functions on behalf of the Owners.

12. Delegation of Management Responsibilities. The Board of Trustees may delegate some of its management responsibilities to either a professional management company, an experienced on-site manager, independent contractors, or through service contracts or any combination thereof. The termination provision of any such contract must not require a termination penalty or any advance notice of more than thirty (30) days. No such initial contract shall be for a term greater than one (1) year.

13. Membership & Voting Allocations. The Association shall have one (1) class of membership and all Owners shall be entitled to vote on all issues before the Association, subject to the following:

- a) One Vote. Each Lot shall have (1) vote;
- b) Subject To Assessment. No vote shall be cast or counted for any Lot not subject to assessment;
- c) Multiple Owners. When more than one (1) person or entity holds such interest in a Lot, the vote for such Lot shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such, the vote of the Lot shall be suspended in the event more than one (1) person or entity seeks to exercise it.

14. Lists of Lot Owners, Eligible Mortgagees, and Eligible Insurers or Guarantors. The Association shall maintain up-to-date records showing the name of each person who is an Owner, the address of such person, and the Lot which is owned by him. In the event of any transfer of a fee or undivided fee interest in a Lot, either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Salt Lake County, Utah. The Association may for all purposes act and rely on the information concerning Lot ownership in its records or, at its option, the records of the county recorder. The address of any Owner shall be deemed to be the address of the Lot owned by such person unless the Association is otherwise advised in writing.

15. Major Repair Table. In accordance with U.C.A. 57-8a-211, as may be amended from time to time, the Board of Trustees shall prepare a Reserve Study which shall contain a list of foreseeable expenditures for major repairs or replacements of capital assets within the Area of Common Responsibility. Reasonable reserve accounts shall be established by the Board for the replacement of capital assets as they age.

16. Operation, Maintenance and Alterations. The Lots and Common Area shall be maintained by the Owners and the Association, respectively, as follows:

a) Area of Common Responsibility. The Association shall maintain, repair and replace, as needed from time to time, the following:

1) All Common elements and facilities, including but not limited to all physical improvements constructed or installed on the Common Area;

2) All landscaping, green space, sprinkler systems, grass, sod, berms, flower and plant beds, ground cover, trees, shrubs, bushes and other plant life in the Common Area, to wit:

(a) Maintenance of the sprinkling system, including the repair and replacement of the controls, sprinkler heads and the water distribution lines as needed;

(b) Mowing, edging and trimming of all grass and lawns;

(c) Pruning of the trees, bushes and shrubs; and

(d) All planting, fertilizing, weeding and care of the plant life therein.

3) Entry Monuments. If an Owner purchases a Lot which includes a common improvement, including by way of illustration but not limitation Entry Monument (planter, planter box, planter strip, perimeter fence, wall, street light, exterior lighting or other landscaping treatment of any kind), the Association shall maintain such common improvement in good condition.

4) Any item not expressly and specifically included in the Area of Personal Responsibility.

b) Area of Personal Responsibility. Each Owner shall maintain, repair and replace, as needed from time to time, the following:

1) His Dwelling Unit and garage, including the roof, foundation, footings, columns, girders, beams, supports and main walls thereof;

2) All utilities servicing his Lot or Dwelling Unit, including power, light, gas, hot and cold water, heating, refrigeration and air conditioning systems;

3) All fixtures, furnishings, windows, doors, patios, balconies and decks, garage doors and garage door systems located in or on his Lot or Dwelling Unit;

4) All fences and walls on his Lot;

5) The driveway, sidewalk, steps, porch and landing at the entry on his Lot or to his Dwelling Unit;

6) All landscaping on his Lot including porch strip, curbs and sidewalks, including mowing, trimming, edging and pruning; and

7) All of the other improvements constructed or installed in, on, under or above his Lot, unless otherwise determined in writing by the Board; and

8) Any item not expressly and specifically included in the Area of Common Responsibility.

c) Changing Items in the Areas of Common or Personal Responsibility. In its sole discretion, the Board of Trustees may change any duty or obligation in the Areas of Common or Personal Responsibility, conditional only upon thirty (30) days prior written notice to all Owners.

d) Design and Landscaping Guidelines. Owners shall comply with the Design and Landscaping Guidelines adopted by and incorporated herein by this reference, and as they may be modified by the Board of Trustees from time to time. Because of the design of the Project with its open and visible spaces, aesthetics are of paramount importance and the Association is hereby given permission to make decisions based purely on aesthetic considerations.

e) Standard of Care - Generally. The Property shall be maintained in a usable, clean, functional, safe, healthy, sanitary, attractive, and good condition, consistent with Community Standards. If a dispute arises between the Board and an Owner, occupant, or resident as to the condition of a Lot, the decision of the Board of Trustees shall be binding, final and conclusive.

f) **Standard of Care - Landscaping.** All landscaping in the Project shall be maintained and cared for in a manner consistent with Community Standards and the quality of design and construction originally established by Declarant. Specific guidelines and restrictions on landscaping may be established by the Board of Trustees from time to time. All landscaping shall be maintained in a neat and orderly condition. Any weeds or diseased or dead lawn, ground cover, trees, bushes or shrubbery shall be removed and replaced. All lawn areas shall be neatly mowed and trees, shrubs and bushes shall be properly pruned and trimmed. Since aesthetics are important, all landscaping shall be tasteful, so as not to affect adversely the value or use of any other Lot, or to detract from the general attractiveness and the uniform design and appearance of the Project.

g) **Neglect.** If the Board of Trustees determines that any Owner has failed or refused to discharge properly his obligation with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder, or that the need for maintenance, repair, or replacement of the Common Area and Facilities is caused through the willful or negligent act of any Owner or resident, or their family members, guests, visitors or invitees, and it is not covered or paid for by insurance, in whole or in part, then the Association may, but is not obligated to, provide such maintenance, repair or replacement at the Owner's sole cost and expense, subject to the following:

1) **Debt and Lien.** Such costs as are incurred by the Association in the performance of an item included in the Area of Personal Responsibility is a debt of the Owner at the time the assessment is made and is collectible in the manner set forth in this Declaration.

2) **Notice of Intent to Repair.** Except in an emergency situation, the Board shall give the Owner written notice of the Association's intent to provide necessary maintenance, repair, or replacement at Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Trustees. The Owner shall have fourteen (14) days after delivery of such notice within which to complete the maintenance or repair or, if the maintenance or repair is not capable of completion within such time period, to commence the maintenance or repair.

3) **Emergency Situation.** If the Board in its sole discretion determines that an emergency exists, then notice and the opportunity to cure the default is not necessary and is deemed to have been waived.

4) **Optional Repairs.** The decision of the Association to maintain, repair or replace any item is purely optional. If it elects to do any such work, then its agents or employees shall have a right of entry upon or into any Lot or Common Area as necessary to perform such work, and shall not be liable for trespass or invasion of privacy.

h) **Alterations to the Common Area.** No structural alterations of any kind shall be made to the Common Area and Facilities without the prior express written consent of the Board of Trustees.

i) **Color Scheme.** Owners and residents may not change the color scheme in the Project, including the color of the exterior surface of the home, garage or garage door, without the prior written consent of the Board of Trustees.

j) Snow and Ice Accumulations. The Association is responsible for removing all ice and snow accumulations from the common parking areas and Common Area sidewalks (this is only the area immediately adjacent to the clubhouse). Each Owner is responsible for removing all ice and snow accumulations from his front driveways, front yard sidewalks, steps, landings, porches, all side and rear yard walkways, patios, porches, landings and steps.

17. Common Expenses. Each Owner, upon receipt of a deed or other document of conveyance or transfer to a Lot, agrees to and shall pay his share of the Common Expenses and Assessments against him or his Lot.

a) Reinvestment Fee. Each owner agrees, by the acceptance of a deed or other document of conveyance to a Lot, that in order to maintain the value of the purchased property and the subdivision, to pay to the Association a Reinvestment Fee.

b) Purpose of Common Expenses. The Assessments provided for herein shall be used for the general purpose of operating the Project, promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners, including the maintenance of any real and personal property owned by the Association, and regulating the Community, all as may be more specifically authorized from time to time by the Board.

c) Creation of Assessments. The Board shall establish and determine the Assessments.

1) Budget. At the annual meeting of the Association, the Board of Trustees shall prepare and deliver to the Owners a proposed Budget which:

2) Itemization. Shall set forth an itemization of the anticipated Common Expenses for the twelve (12) month budget year (but may be amended during any given year as the situation may require as determined by the Board).

3) Basis. Shall be based upon advance estimates of cash requirements by the Board of Trustees to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas, which estimates may include but are not limited to expenses of management, grounds maintenance, taxes and special assessments, premiums for all insurance which the Board is required or permitted to maintain, common lighting and heating, water charges, carpeting, painting, repairs and maintenance of the Common Areas and replacement of those elements of the Common Areas that must be replaced on a periodic basis, wages for Association employees, legal and accounting Assessments, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus or sinking fund, capital improvement reserve, and other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under and by reason of this Declaration.

d) Apportionment. The common profits of the property shall be distributed among, the common expenses shall be charged and voting rights shall be allocated to the Owners equally. Each lot shall have an equal percentage of ownership interest in the Association.

e) Approval of Budget and Assessments. The proposed Budget and the Assessments shall become effective unless disapproved at the annual meeting of the Association by a vote of at least a majority of all the Owners. Notwithstanding the foregoing, however, if the membership disapproves the proposed budget and Assessments or the Board of Trustees fails for any reason to establish the Budget and Assessments for the succeeding year, then and until such time as a new Budget and Assessment schedule shall have been established, the Budget and the Assessments in affect for the then current year shall continue for the succeeding year.

f) Personal Obligation of Owner. Each Owner is liable to pay his portion of the Common Expenses and all Assessments against him or his Lot, accruing interest, late fees, and collection costs, including attorneys. Provided, however, no first mortgagee or beneficiary under a first deed of trust (but not the Seller under an executory contract of sale such as a uniform real estate contract, land sales contract, or other similar instrument), who obtains title to a Lot pursuant to the remedies provided in the mortgage or trust deed shall be liable for unpaid Assessments which accrued prior to the acquisition of title. For purposes of this Section, the term "Owner" shall mean and refer jointly and severally to: (i) the Owner of both the legal and equitable interest in any Lot, (ii) the owner of record in the offices of the County Recorder of Salt Lake County, Utah, and (iii) both the Buyer and Seller under any executory sales contract or other similar instrument.

g) Equitable Changes. If the aggregate of all monthly payments on all of the Lots is too large or too small as a result of unanticipated income or expenses, the Board may from time to time effect an equitable change in the amount of said payments. Owners shall be given at least thirty (30) days written notice of any changes.

h) Dates and Manner of Payments. The dates and manner of payment shall be determined by the Board.

i) Reserve Accounts. The Board shall establish and maintain a reserve account or accounts for unexpected operating expenses and capital improvements as required.

j) Statement of Assessments Due. Upon written request, the Board shall furnish to any Owner a statement of Assessments due, if any, on his Lot. Failure to provide the certificate within ten (10) days after a written request, shall be deemed conclusive evidence that all Assessments are paid current. The Association may require the advance payment of a processing charge not to exceed \$50.00 for the issuance of such certificate.

k) Superiority of Assessments. All Assessments and liens created to secure the obligation to pay Assessments are superior to any homestead exemptions to which an Owner may be entitled, which, by acceptance of a deed or other document of conveyance or transfer of a Lot, each Owner agrees to subordinate or waive.

18. Special Assessments. The Board of Trustees may levy special assessments in any year, subject to the following:

a) Board Based Assessment. So long as the special assessment does not exceed the sum of fifty percent (50%) of the Common Expense (the "Special Assessment Limit") per Lot in any one fiscal year, the Board may impose the special assessment without any additional approval.

b) Association Approval. Any special assessment which would exceed the Special Assessment Limit shall be effective only if approved by a majority of all the members of the Association.

19. Individual Assessments. Individual Assessments may be levied by the Association against an Owner or Lot for:

a) fines levied and costs incurred in enforcing the Project Documents;

b) costs associated with the maintenance, repair or replacement of Common Area for which the Lot Owner is responsible;

c) any other charge, fee, due, expense, or cost designated as an Individual Assessment in the Project Documents; and

d) attorneys' fees, interest, and other charges relating thereto as provided in this Declaration.

20. Collection of Assessments. Assessments shall be collectible as follows:

a) Time is of the Essence. Time is of the essence and all Assessments shall be paid promptly when due.

b) Debt and Lien. Each Owner's portion of the Common Expenses and all Assessments or fines levied against each Lot or Owner is a debt of the Owner at the time the Assessment or fine is made and is collectible as such. Suit to recover a money judgment for unpaid Common Expenses, Assessments or fines is maintainable without foreclosing or waiving the lien securing it. If any Owner fails or refuses to make any payment of his portion of the Common Expenses or an Assessment or fine when due, including all applicable administrative and collection costs, that amount constitutes a lien on the interest of the Owner in the Property, and upon the recording of notice of lien, it is a lien upon the Owner's interest in the Property prior to all other liens and encumbrances, recorded or unrecorded, except:

1) tax and special assessment liens on the Lot in favor of any assessing unit or special improvement district; and

2) encumbrances on the interest of the Lot Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

c) Due Date, Late Fees and Default Interest. Payment of Assessments is due on the first day of each month. Payments received after the 10th day of the month shall incur a late charge of twenty-five Dollars (\$25.00). Default interest at the rate of one and one-half percent (1.5%) per month shall accrue on all delinquent accounts. The Board, by resolution, may adjust these fees upon thirty (30) days written notice.

d) Foreclosure of Lien and/or Collection Action. If any Assessments remain unpaid, the Association may, as determined by the Board of Trustees, institute suit to collect the amounts due and/or to foreclose the lien as permitted by law.

e) Personal Obligation. Each Owner, by acceptance of a deed or other document of conveyance or transfer, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of the charges as a debt or to foreclose the lien in the same manner as mechanics liens, mortgages, trust deeds or encumbrances may be foreclosed. The Owner shall be obligated for all enforcement costs and fees.

f) No Waiver. No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including but not limited to the non-use of Common Areas or the abandonment of his Lot.

g) 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 to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

h) Enforcement and Foreclosure of Lien. The Association may enforce the lien for nonpayment of any Assessments by sale or foreclosure of the Owner's interest therein by the Association. The sale or foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney's Assessments, and a reasonable rental for the Lot during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Board may bid for the Lot at foreclosure or other sale and hold, lease, mortgage, or convey the same.

i) Appointment of Trustee. If the Board elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the Owner by accepting a deed to the Lot hereby irrevocably appoints the attorney of the Association, provided he is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-et al and made applicable hereto by Section 57-8a, as may be amended from time to time. In addition, Owner hereby transfers in trust to said Trustee all of his right, title and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein.

j) Attorney in Fact. Each Owner by accepting a deed to a Lot hereby irrevocably appoints the Association as his attorney in fact to collect rent from any person renting his Lot, if the Lot is rented and Owner is delinquent in his Assessments. Rent due shall be paid directly to the Association, upon written demand, until such time as the Owner's Assessments are current; and the Owner shall credit the Renter, against rent due, for the amount of money paid to the Association.

21. Fines. Each Owner and Resident is responsible for adhering to the Declaration, Bylaws, and Rules and Regulations adopted by the Board of Trustees from time to time, and a breach of these restrictive covenants and rules is subject to enforcement pursuant to the declaration and may include the imposition of a fine. Each Owner is also accountable and responsible for the behavior of his or her residents, tenants and/or guests. Fines levied against residents, tenants, and guests are the responsibility of the Owner. The Board of Trustees shall react to each material violation in accordance with U.C.A. 57-8a-208 as may be amended from time-to-time.

22. Termination of Utilities and Right to Use Amenities. If an owner fails or refuses to pay any assessment when due, the Board of Trustees may terminate the owner's right of access and use of recreational facilities, after giving notice and an opportunity to be heard.

a) Before terminating use of recreational facilities, the manager or Board of Trustees shall give written notice to the owner in the manner provided in the declaration, bylaws, or association rules. The notice shall state:

1) right of access and use of recreational facilities will be terminated if payment of the assessment is not received within the time provided in the declaration, bylaws, or association rules, which time shall be stated and be at least 48 hours;

2) the amount of the assessment due, including any interest or late payment fee; and

3) the right to request a hearing.

b) An owner who is given such notice may request an informal hearing to dispute the assessment by submitting a written request to the Board of Trustees within 14 days from the date the notice is received. A notice shall be considered received on the date (i) it is electronically transmitted, (ii) it is hand delivered, (iii) it is delivered by certified mail, return receipt requested, or (iv) five (5) days after it is deposited in the U.S. Mail, postage prepaid, addressed to the owner's last known address on the books and records of the Association.

c) The hearing shall be conducted in accordance with the standards provided in the declaration, bylaws, or association rules.

d) If a hearing is requested, right of access and use of recreational facilities may not be terminated until after the hearing has been conducted and a final decision has been entered.

e) Upon payment of the assessment due, including any interest or late payment fee, the manager or Board of Trustees shall immediately take action to reinstate right to use of recreational facilities.

23. Collection of Rents. If the owner of a unit who is leasing the unit fails to pay any assessment for a period of more than 60 days after it is due and payable, the Board of Trustees may demand the tenant to pay to the Association all future lease payments due the owner, commencing with the next monthly or other periodic payment, until the amount due to the association is paid; provided, however, the Association must act in accordance with U.C.A. 57-8a-310 as may be amended from time-to-time.

24. Liability of Board of Trustees. The Association shall indemnify every officer, member, managing member and member of the Board against any and all expenses, including but not limited to attorney's fees reasonably incurred by or imposed upon any officer or member of the Board in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he may be a party by reason of being or having been an officer or member of the Board. The officers and members of the Board shall not be liable for any mistake of judgement, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and members of the Board shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or members of the Board may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and member of the Board free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or member of the Board, or former officer or member of the Board, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officer's and director's insurance coverage to fund this obligation, if such insurance is reasonably available.

25. Insurance. If reasonably available, the Board of Trustees shall purchase and maintain the following insurance coverage:

a) Property Insurance. A blanket property insurance using the standard "Special" or "All Risk" building form covering the Common Area and Facilities.

b) Flood Insurance. Flood insurance if any part of the Project's improvements are in a Special Flood Hazard Area.

c) Liability Insurance. A liability insurance policy protecting the Association from liability for bodily injury and property damage.

d) Director's and Officers' Insurance. A policy of insurance protecting the officers and directors of the Association.

e) Fidelity Bond. A fidelity bond protecting the Association from acts of fraud or dishonesty by those persons handling common funds.

Each Owner and resident shall purchase and maintain adequate property and liability insurance on his Lot, Dwelling Unit, personal property and contents; provided, however, no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all the Owners and their mortgagees, may realize under any insurance policy which the Association may have in force on the Property at any particular time. The insurance coverage of an Owner shall, in the event the Association also has insurance covering the loss, be primary and the insurance of the Association shall be secondary.

The foregoing provisions shall not be construed to limit the power or authority of the Association, Board or Owners to obtain and maintain insurance coverage, in amounts and in such forms as the Board of Trustees or Association may deem appropriate from time to time.

26. Disposition of Property Where Insurance Proceeds Are Insufficient for Reconstruction. If the insurance proceeds are insufficient to reconstruct the Common Areas and Facilities, damage to or destruction of the Common Areas and Facilities shall be promptly repaired and restored by the manager or Board of Trustees, using proceeds of insurance, if any, on the Common Areas and Facilities for that purpose, and the Owners shall be liable for assessment for any deficiency. However, if three-fourths or more of the Common Areas and Facilities are destroyed or substantially damaged and if the Owners, by a vote of at least sixty-seven percent (67%) of such Owners, do not voluntarily, within one hundred days after such destruction or damage, make provision for reconstruction, the manager or Board of Trustees shall record, with the county recorder, a notice setting forth such facts and upon the recording of such notice:

a) The property shall be deemed to be owned in common by the Owners;

b) the undivided interest in the property owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such owner in the common elements.

c) Any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owner in the property; and

d) The property shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the Owners, to the extent sufficient for the purposes, all liens on the undivided interest in the property owned by each Owner.

27. Sale of Property. The owners may, by an affirmative vote of at least sixty-seven percent (67%) of such Owners, at a meeting of Owners duly called for such purpose, elect to sell or otherwise dispose of the property. Such action shall be binding upon all unit owners and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to affect the sale.

28. Property taken by eminent domain -- Allocation of award -- Reallocation of interests. If any portion of the Common Areas and Facilities is taken by eminent domain, the award for it shall be allocated to the Owners in proportion to their respective undivided interests in the Common Areas and Facilities.

29. Consent in Lieu of Vote. In any case in which this Declaration requires the vote of an Owner for authorization or approval, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing from Owners who collectively hold the required percentages.

30. Mortgagee Protection. The lien or claim against a Lot for unpaid Assessments levied by the Board of Trustees or by the Association pursuant to this Declaration shall be subordinate to any Mortgage recorded on or before the date such Assessments become due, subject to the following:

Effects of Voluntary and Involuntary Sale. The lien or claim against a Lot for such unpaid Assessments shall not be affected by any sale or transfer of such Lot, except that a sale or transfer pursuant to a foreclosure of the Mortgage affecting such Lot or the exercise of a power of sale available thereunder shall extinguish any debt payable prior to such sale or transfer, unless such foreclosure produces funds in excess of the amounts owed to the Mortgagee. Nevertheless, any such unpaid Assessments which are extinguished in accordance with the foreclosure or power of sale shall not relieve the purchaser or transferee of such Lot from liability for, nor such Lot the lien of any Assessments becoming due thereafter.

a) **Books and Records Available for Inspection.** The Board or the Association shall make available to the Owners, to Mortgagees, lenders, and to holders, insurers, or guarantors of any Mortgage current copies of the Declaration, Bylaws, Articles of Incorporation, and rules and regulations concerning the Project, as well as the books, records, and financial statements of the Board and the Association. The term "Available", as used in the Paragraph, shall mean, if not available on the community website, available for reasonable inspection upon request during normal business hours or under other reasonable circumstances. The Association shall have the right to recover its photocopying and service charges incurred in making the inspection and photocopying available.

b) **Right to Financial Statement.** The holder, insurer or guarantor of any Mortgage shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year. Any financial statement requested pursuant hereto shall be furnished to the requesting party within a reasonable time following such request.

c) **Management Contracts.** Any agreement for professional management of the Project, and any contract for goods or services, or any lease which is entered into by the Board of Trustees or the Association shall provide or be deemed to provide hereby that either party may terminate the contract with cause upon at least thirty (30) days prior written notice to the other party thereto.

d) **No Right of First Refusal.** The right of an Owner to sell, transfer, or otherwise convey his Lot shall not be subject to any right of first refusal or similar restriction.

31. **Amendment.** This Declaration may be amended as follows:

a) **Consent of the Owners.** For a period, not to exceed 60 days from the date this document is recorded, the Board of Trustees may amend errors identified in this document. Thereafter, the affirmative vote of at least sixty-seven percent (67%) of the Owners shall be required and shall be sufficient to amend the Declaration or the Plat Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Board of Trustees. In such instrument the Association shall certify that the vote required by this Section for amendment has occurred; and

b) **Consent of Eligible Mortgagee.** Upon duly adopted Rule, the Board may require Eligible Mortgagee approval for certain amendments to this Declaration

32. **Notice and Hearing.** In the event an Owner or resident is charged with a material violation of the Project Documents, he shall be entitled to written notice of the claim and the opportunity to be heard by the Board of Trustees before any sanction, citation, fine or decision becomes final; provided, however, after notice and hearing, the decision of the Board shall be conclusive, final and binding.

33. **Security.** The Association shall not be obligated to, maintain or support certain activities within the Project designed to make the Project safer than it otherwise might be. However, neither the Association nor the Board shall in any way be considered insurers or guarantors of security within the Project. Neither the Association nor the Board of Trustees shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness or security measures undertaken. All Owners, occupants and residents, their family members, guests and invitees, as applicable, acknowledge (a) that neither the Association nor the Board represent or warrant that any security measures undertaken will ensure their safety; (b) that the Association and Board are not insurers of their safety, (c) they hereby assume all risks for loss or damage to their person or property, and (d) further acknowledge that neither the Association nor the Board have made any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to any security measures undertaken within the Project.

34. **Covenants to Run with Land.** This 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 Association, all other signatories hereto, all parties who hereafter acquire any interest in a Lot or in the Project, and their respective grantees, transferees, heirs, devisee, personal representative, successors, and assigns. Each Owner or resident of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

35. **Enforcement and Right to Recover Attorney's Fees.** Should the Association or Board be required to take action to enforce the Declaration, Bylaws or any rules and regulations adopted from time to time, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, they may recover all Additional Charges, including a reasonable attorneys fee, which may arise or accrue. In addition, the Board of Trustees may impose the following sanctions after proper notice and the opportunity to be heard:

- a) Imposing reasonable monetary fines which shall constitute a lien upon a violator's Unit;
- b) suspending any Person's right to use any of the recreational facilities; provided, however, nothing herein contained shall authorize the Board of Trustees to limit ingress or egress to or from a Lot;
- c) exercising self-help or taking action to abate any violation of the Project Documents in a non-emergency situation;
- d) exercising self-help in any emergency situation (specifically including but not limited to the towing of vehicles that are in violation of the parking rules);
- e) requiring an Owner at his sole expense to remove any structure or improvement in the Common Area, and upon the failure of the Owner to do so, the Board of Trustees or its designee shall have the right to enter the property and remove the violation and restore the property to its original condition, and such action shall not be deemed a trespass;
- f) without liability to any Person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the Project Documents; and

g) levying Individual Assessments or Additional Charges to cover costs incurred by the Association to bring a Lot or Lot Owner into compliance.

36. Agent for Service of Process. The Registered Agent shall be the company or individual on file with the State of Utah.

37. Duration. This Declaration shall continue for a period of fifty (50) years. Then, it shall be automatically renewed for ten (10) year periods, unless sooner terminated by the affirmative vote of sixty-seven percent (67%) of the Owners.

38. Waiver. No restriction, condition, obligation, or provision of these Declarations shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

39. Captions. The captions and headings contained in these Declarations are for convenience only and are not part of these Declarations and are not intended in any way to limit or enlarge the terms and provisions of these Declarations.

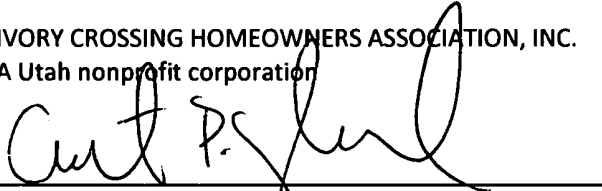
40. Interpretation. Whenever in these Declarations the context so requires, the singular number shall refer to the plural and the converse; and the use of any gender shall be deemed to include both masculine and feminine; and the term "shall" is mandatory while the term "may" is permissive.

41. Severability. The invalidity of any one or more phrases, sentences, subparagraphs, subsections or sections hereof shall not affect the remaining portions of this instrument or any part thereof, and in the event that any portion or portions of this document should be invalid or should operate to render this document invalid, this document shall be constructed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, subsection or subsections, or section or sections had not been inserted.

Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Plat Map shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the Association has executed this Declaration this 14th day of JANUARY, 2019.

IVORY CROSSING HOMEOWNERS ASSOCIATION, INC.
A Utah nonprofit corporation


By: CHRISTOPHER P. GAMVROULAS
Its President

STATE OF UTAH

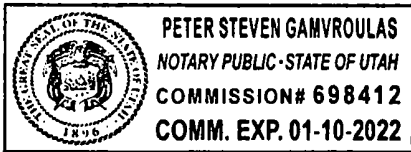
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SS:

COUNTY OF SALT LAKE

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The foregoing instrument was acknowledged before me this 14th day of JANUARY 2019 by CHRISTOPHER P. GAMVROULAS, who being by me duly sworn did say that they are the President of the Association and that said instrument was signed in behalf of said Association by authority of its Board of Trustees; and acknowledged said instrument to be their voluntary act and deed.



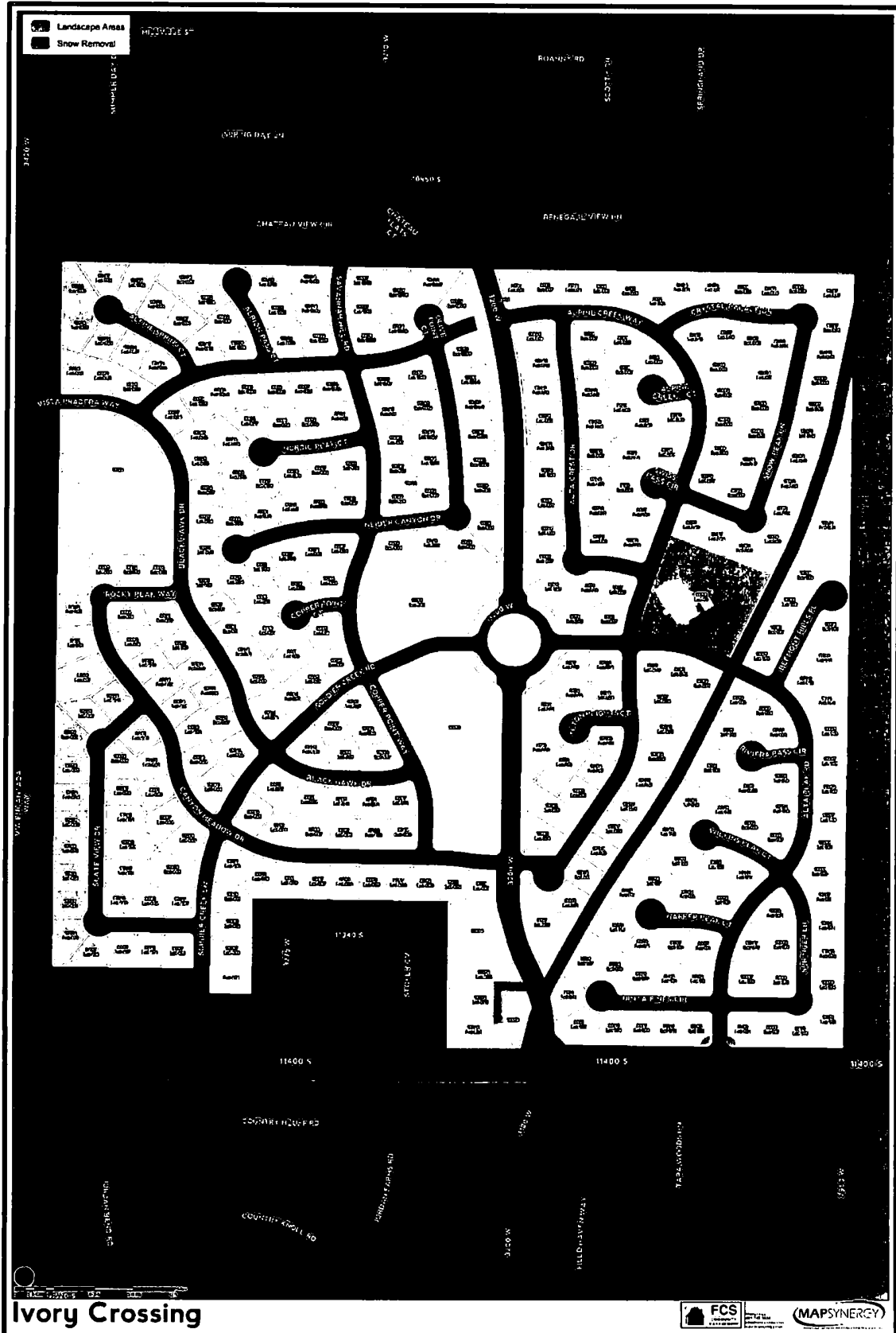
Notary Public for Utah

EXHIBIT "A"
LEGAL DESCRIPTION

All Lots and Common Area according to the official plats thereof recorded with the office of the Salt Lake County Recorder, state of Utah. Described more particularly as:

- IVORY CROSSING 1 PUD
First Parcel Number: 27211020010000
- IVORY CROSSING 2 PUD
First Parcel Number: 27211560030000
- IVORY CROSSING 3 PUD
First Parcel Number: 27211050260000
- IVORY CROSSING 4 PUD
First Parcel Number: 27211570050000
- IVORY CROSSING 5 PUD
First Parcel Number: 27202800110000
- IVORY CROSSING 6 PUD
First Parcel Number: 27202270120000
- IVORY CROSSING 7 PUD AMD
First Parcel Number: 27202270180000
- IVORY CROSSING 8 PUD
First Parcel Number: 27211570100000
- IVORY CROSSING 9 PUD
First Parcel Number: 27202260240000
- IVORY CROSSING 10 PUD
First Parcel Number: 27211070070000
- IVORY CROSSING 11 PUD
First Parcel Number: 27202270300000

EXHIBIT "B"
 MAP OF LOTS WITH ADDRESSES
 (For Reference Only – not a Plat Map)



Ivory Crossing



EXHIBIT C

BYLAWS OF IVORY CROSSING, A Planned Unit Development

The following are the Bylaws of the IVORY CROSSING PROPERTY OWNERS ASSOCIATION.

ARTICLE I

PLAN OF LOT OWNERSHIP AND INCORPORATION

1. Submission. These are the Bylaws referred to in the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions of IVORY CROSSING, a Planned Unit Development (the "Declaration"), which is located in Salt Lake County, Utah. These Bylaws shall govern the administration of the Project and Association.

2. Organizational Form. Association is incorporated under the laws of the State of Utah, then these Bylaws shall also function and operate as the Bylaws of the corporation.

3. Office and Registered Agent. The Registered Agent shall be MICHAEL JOHNSON at the time of this document's filing and the initial office of the Registered Agent shall be 12227 S. Business Park Drive, Suite 200, Draper, UT 84020. However, the Registered Agent may change from time to time.

ARTICLE II

ASSOCIATION

1. Composition. The association of lot owners is a mandatory association consisting of all Owners.

2. Annual Meeting. The annual meeting of the Association shall be held annually, unless otherwise determined by the Board of Trustees.

3. Special Meetings. Special meetings of the Association may be called by the President of the Association, any two (2) members of the Board of Trustees, or by the written petition of at least twenty-five percent (25%) of the Owners.

4. Place of Meeting. Meetings of the Association shall be held at the clubhouse of the Association or at such other suitable place as may be designated by the Board of Trustees from time to time and stated in the notice of meeting.

5. Notice of Meeting. It shall be the duty of the Secretary or their designee to electronically transmit, hand deliver or mail to each owner at his last known address, by regular U.S. mail postage prepaid, a notice of (a) each annual meeting of the Association not less than ten (10) and not more than sixty (60) days in advance of such meeting; and each special meeting not less than three (3) nor more than fourteen (14) days in advance of such meeting. The notice shall state the purpose, day, date, time and place of the meetings. The transmission/mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

6. Quorum of Owners. "Quorum" means the minimum number of Owners (when duly assembled at a meeting or casting a written ballot in an action without a meeting) necessary to make the proceedings valid. At any meeting of the Association, those Owners that are represented in person, by permissible voting ballot or process or by proxy, shall constitute a quorum, except for matters requiring a higher quorum if provided elsewhere in the Declaration or these Bylaws. When a quorum is once present to organize a meeting it cannot be broken by the subsequent withdrawal of an Owner or Owners.

7. Proxies. The votes appertaining to any Lot may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Lot Owner, or in cases where the Owner is more than one person, by or on behalf of all such persons. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Unless it expressly states otherwise, a proxy shall terminate automatically (a) if the Owner attends the meeting in person, (b) it is revoked in writing and written notice of the revocation is given to the Secretary of the Association or designee prior to the meeting, and (c) upon the adjournment of the first meeting held on or after the date of that proxy. Each proxy must be filed with the Secretary of the Association or designee prior to the meeting. Only individual Owners or the legal representative of an institutional Owner may be proxies.

8. Order of Business. The order of business at all meetings of the Association shall be as follows:

- a) roll call;
- b) proof of notice of meeting;
- c) approving of minutes of preceding meeting;
- d) reports of officers, if any;
- e) report of special committees, if any;
- f) election of inspectors of election, if applicable;
- g) election of Board of Trustees, if applicable;
- h) unfinished business; and
- i) new business.

9. Conduct of Meeting. The President shall, or in his absence the Vice-President, preside over all meetings of the Association; and the Secretary shall keep the minutes of the meeting as well as record of all transactions occurring thereat.

10. Action by Written Ballot in Lieu of a Meeting. Any action that may be taken at any annual, regular, or special meeting of Owners may be taken without a meeting if the Association causes to be delivered a written ballot to every Owner entitled to vote on the matter not less than fifteen (15) days prior to the date on which the ballots must be received by the Association in order to be counted. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot pursuant to this section shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of Trustees; specify the time by which a ballot must be received by the Association in order to be counted; and be accompanied by written information sufficient to permit each person casting such ballot to reach an informed decision on the matter. In the event the action is for election of Board members, there shall be space on the ballot to write in nominations. Action taken under this section has the same effect as action taken at a meeting of Owners and may be described as such in any document. The Board may elect to conduct a vote pursuant to this section by a secrecy procedure whereby a written ballot is accompanied by: (1) a secrecy envelope; (2) a return identification envelope to be signed by the owner; and (3) instructions for marking and returning the ballot. Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

11. Action Without Notice and Meeting. Any action required to be taken or which may be taken at a meeting of Owners may be taken without a meeting and without prior notice if one or more consents in writing, setting forth the action so taken, are signed by Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners entitled to vote on the action were present and voted. All such writings must be received by the Association within a sixty-day period. Any such writing may be received by the Association by electronically transmitted facsimile or other form of communication providing the Association with a complete copy thereof, including a copy of the signature thereto. Action taken pursuant to this section shall be effective when the last writing necessary to effect the action is received by the Association, unless the writings describing and consenting to the action set forth a different effective date.

12. Electronic Transmission. Any communication, action or vote under this Article may be delivered by an electronic transmission by an Owner. An electronic transmission communicating a vote, abstention, demand, or revocation is considered to be written, signed, and dated for purposes of this Article if the electronic transmission is delivered with information from which the Association can determine that the electronic transmission is transmitted by the person (e.g., from a sender's known email account), and the date on which the electronic transmission is transmitted. The date on which an electronic transmission is transmitted is considered the date on which the vote, abstention, demand, or revocation is signed. For purposes of this Section 2.14, communications to the Association are not effective until received.

ARTICLE III

BOARD OF TRUSTEES

1. Powers and Duties. The affairs and business of the Association shall be managed by the Board of Trustees. The Board of Trustees shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and may do all such acts and things necessary to operate and maintain the Project. The Board shall have the power from time to time to adopt any Rules and Regulations deemed proper for the exercise of its management powers. The Board may delegate its authority to a manager or managers. Subject to any limitations or provisions contained in the Declaration, the Board shall be responsible for at least the following:

- a) Preparation of an annual budget;
- b) Establishing the Assessment of each Owner;
- c) Providing for the operation, care, upkeep, replacement, maintenance, and regulation of all the Common Areas and Facilities;
- d) Hiring a professional manager and the personnel necessary to operate and maintain the Project;
- e) Collecting the Assessments;
- f) Enforcing the Project Documents;
- g) Establishing bank accounts;
- h) Obtaining insurance;
- i) Keeping books and records with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Project, specifying the maintenance and repair expenses of the Common Areas and any other expenses incurred. Said documents, books, financial statements, and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices;
- j) Doing such other things and acts necessary to accomplish the foregoing and not inconsistent with the Declaration or Bylaws, or to do anything required by a proper resolution of the Board of Trustees or Association

2. Composition of Board of Trustees. The Board of Trustees shall be composed of at least five (5) but no more than seven (7) members.

3. Election and Term of Office of the Board. The term of office of membership on the Board of Trustees shall be three (3) years. At the expiration of the member's term, a successor shall be elected. At the first annual meeting, after the Period of Administrative Control, one-third of the Trustees elected shall serve for three (3) years; one-third of the Trustees elected shall serve for two (2) years; and one-third of the Trustees elected shall serve for one (1) year. (For example, with five (5) Trustees, two (2) shall be elected for three (3) years; two (2) shall be elected for two (2) years; and one (1) for one (1) year.)

4. First Meeting. The first meeting of the members of the Board of Trustees shall be immediately following the annual meeting of the Association or at such other time and place designated by the Board.

5. Regular Meetings. Regular meetings of the Board of Trustees shall be held from time to time and at such time and place as shall be determined by a majority of the members of the Board, but no less often than semi-annually.

6. Special Meetings. Special meetings of the Board may be called by the President, Vice President or a majority of the members on at least forty-eight (48) hours prior notice to each member. Such notice shall be given personally, by electronic transmission, regular U.S. Mail postage prepaid, or by telephone, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Board shall be valid for any and all purposes.

7. Waiver of Notice. Before or at any meeting of the Board of Trustees, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Board shall constitute a waiver of notice. If all the members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

8. Board's Quorum. At all meetings of the Board of Trustees, a majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the majority of all the Board members present at a meeting at which a quorum is present shall be deemed to be the acts of the Board. If at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time but for no longer than two days. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

9. Vacancies. Vacancies in the Board of Trustees caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the majority of the remaining members of the Board at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Board; and each person so elected shall be a member for the remainder of the term of the member so replaced. A vacancy created by the removal of a member by a vote of the Association shall be filled by the election and vote of the Association.

10. Removal of Board Member. A member of the Board of Trustees may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Association by an affirmative vote of a majority of the members of the Association. Any member whose removal has been proposed by the Owners shall be given at least thirty days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Board Member who misses twenty-five percent (25%) or more of the Board Meetings or who misses three (3) consecutive meetings, in any calendar year, shall be automatically removed by a vote of the remaining Trustees.

11. Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep a Minute Book of the Board recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings.

a) Open Meetings Policy. A portion of each meeting of the Board of Trustees shall be open to all members of the Association, but Owners other than members of the Board may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

b) Executive Session. The Board, with approval of a majority of a quorum, may prior to or after the regular Board meeting, convene in an Executive Session to discuss and vote upon private, confidential, sensitive or personnel matters, litigation, and orders of business of a similar nature. The nature of any and all business to be considered in an Executive Session shall be announced in open session.

c) Action Without A Formal Meeting. Any action to be taken at a meeting of the Board of Trustees may be taken without a meeting in accordance with U.C.A. 16-6a-813.

12. Compensation. Board members shall not be compensated for their services as such, but shall be reimbursed for all expenses reasonably incurred in connection with Board business and approved by the Board. Renumeration may be paid to members of the Board of Trustees for services provided by them in any other capacity.

ARTICLE IV

OFFICERS

1. Designation. The principal officers of the Association shall be a President, a Vice- President, a Secretary and a Treasurer, all of whom shall be elected by, and from among, the Board. The Board may appoint, non-voting assistant secretaries and such other officers as in its judgment may be necessary. Two or more offices may be held by the same person, except that the President shall not hold any other office.

2. Election of Officers. The officers of the Association shall be elected annually by the Board at the Corporation meeting of each Board and shall hold office at the pleasure of the Board. Any vacancy in an office shall be filled by the Board at a regular meeting or special meeting called for such purpose.

3. Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the Board, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purposes.

4. President. The President shall be the chief executive officer; he shall preside at meetings of the Association and the Committee shall be an ex officio member of all committees; he shall have general and active management of the business of the Board and shall see that all orders and resolutions of the Committee are carried into effect. He shall have all of the general powers and duties which are usually vested in or incident to the use of president of a stock corporation organized under the laws of the State of Utah.

5. Vice-President. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board or the President shall prescribe. If neither the President nor the Vice President is able to act, the Board shall appoint a member of the Board to do so on an interim basis.

6. Secretary. The secretary or their designee shall attend all meetings of the Board and all meetings of the Association and record all votes and the minutes of all proceedings in a book, which may be electronic, and may be kept on the Association website and/or in the cloud, to be kept by him or her for that purpose and shall perform like duties for Boards when required. He shall give, or cause to be given, notices for all meetings of the Association and the Board and shall perform such other duties as may be prescribed by the Board. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board including resolutions.

7. Treasurer. The Treasurer or their designee shall have custody of all funds and securities that are not under the control of the professionally appointed agent, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by the Board. He shall disburse funds as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Project.

8. Compensation. Officers shall not be compensated for their services as such, but shall be reimbursed for all expenses reasonably incurred in connection with Board business and approved by the Board. Remuneration may be paid to officers for services provided by them in any other capacity.

ARTICLE V

FISCAL YEAR

The fiscal year of the Association shall be the calendar year consisting of the twelve (12) month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board should it be deemed advisable or in the best interests of the Association.

ARTICLE VI

AMENDMENT TO BYLAWS

1. **Amendments.** These Bylaws may be modified or amended in addition either (a) by the affirmative vote of a majority of the members of the Association or (b) pursuant to a written installment of consent duly executed by a majority of the members of the Association provided all of the written consents are obtained within a ninety-day (90) period.

2. **Recording.** An amendment to these Bylaws shall become effective immediately upon recordation in the Office of the County Recorder of Salt Lake County, State of Utah.

ARTICLE VII

NOTICE

1. **Manner of Notice.** All notices, demands, bills, statements, or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if electronically transmitted, delivered personally or sent by regular U.S. Mail postage pre-paid, a) if to an Owner, at the address of his Lot and at such other address as the Owner may have designated by notice in writing to the Secretary or their designee; or b) if to the Board or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

2. **Waiver of Notice.** Whenever any notice is required to be given under the provisions of the statutes, the Declaration, or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Declaration.

ARTICLE VIII

LIABILITY; INDEMNIFICATION OF OFFICERS AND TRUSTEES

Each officer and Board member of the Association, in consideration of his or her services, shall be indemnified by the Association to the extent permitted by the Utah Revised Nonprofit Corporation Act (regardless of the Association's corporate status or lack thereof) against expenses and liabilities reasonably incurred by him or her in connection with the defense of any actual or threatened action, suit or proceeding, civil or criminal, to which he or she may be a party by reason of being or having been a Board member or officer of the Association. The foregoing right to indemnification shall not be exclusive of any other rights to which the Board member or officer or person may be entitled by law or agreement or vote of the members or otherwise. No member of the Board or any committee of the Association, and no officer of the Association shall be personally liable to the Association or its Members or to any Owner for damages for breach of fiduciary duty, mistake of judgment, negligence, tortious acts or other conduct but this Article shall not eliminate or limit the liability of such for acts or omissions that involve intentional misconduct, fraud or a knowing violation of law. No member of the Board or any committee of the Association, and no officer of the Association shall be personally liable in contract under any agreement, instrument or transaction entered into by them on behalf of the Association. Further, no member of the Board or any committee of the Association, and no officer of the Association shall have any personal liability arising out of the use, misuse or condition of the Project or any part thereof that might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as Trustees, officers or committee members.

ARTICLE IX

COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Conflict. These Bylaws are subordinate and subject to all provisions of the Declaration. 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 Declaration. In the event of any conflict between these Bylaws and the Declaration, the provision of the Declaration shall control.

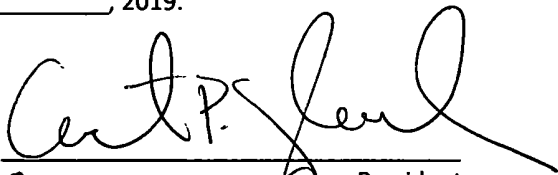
2. Waiver. No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

3. Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

4. Interpretation. Whenever in these Bylaws the context so requires, the singular member shall refer to the plural and the converse; and the use of any gender shall be deemed to include both masculine and feminine; and the term "shall" is mandatory while the term "may" is permissive.

5. Severability. The invalidity of any one or more phrases, sentences, subparagraphs, subsections or sections hereof shall not affect the remaining portions of this instrument or any part thereof, and in the event that any portion or portions of this document should be invalid or should operate to render this document invalid, this document shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, subsection or subsections, or section or sections had not been inserted.

IN WITNESS WHEREOF, the Association has caused these Bylaws to be executed by its duly authorized officers on this 14TH day of JANUARY, 2019.

(Sign): 
(Print Name): CHRISTOPHER P. GAMVOULAS, President