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DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR GREEN MEADOW VILLAS HOA, INC.

THIS DECLARATION FOR THE GREEN MEADOW VILLAS HOA, INC. ("Declaration") is made this April 13, 2022, by **GREEN MEADOW VILLAS HOA, INC.**, a Utah nonprofit corporation (the "Declarant"). All capitalized terms not otherwise defined in the text of this Declaration are defined in Section 3.

SECTION 1 - RECITALS

1.1 Property Covered. Declarant is the owner of certain real property located in the city of Hyrum, Cache County, Utah (the "Property"), which is that certain real property legally described as **GREEN MEADOW VILLAS**, and shown on the Plat thereof recorded as Entry No. 1148155 in Book 2016 of Plats at Page 2924 with the Cache County Recorder, State of Utah (the "Plat"), a copy of which is attached hereto as *Exhibit A*, and incorporated herein by this reference. The Property, together with all improvements and structures now or hereafter placed on the Property shall hereinafter be referred to as the "Community."

1.2 Residential Property. Declarant states that this Property is developed as a single-family residential development in accordance with the Plat, this Declaration, and the existing development approvals obtained from the City of Hyrum, Utah.

1.3 Purpose. The purpose of this Declaration is to provide for ownership of the Community pursuant to the Community Association Act, designate Common Area and Limited Common Area, create the **GREEN MEADOW VILLAS HOA, INC.**, and set forth the terms, restrictions, covenants, limitations, easements, conditions, and equitable servitudes that shall apply to the Community and this ownership regime (collectively "Restrictions") that are unique to the Property and the ownership regime.

SECTION 2 - DECLARATION

Declarant hereby declares that the Property and every parcel or portion thereof shall be held, sold, conveyed, encumbered, hypothecated, used, occupied and improved subject to the provisions of this Declaration, each and all of which are hereby declared to be in furtherance of a general plan for the creation, maintenance and sale of an ownership in fee simple of separate interests in Units and for co-ownership with others, as tenants-in-common, of the Common Area, all pursuant to the Community Association Act. All provisions hereof shall be deemed covenants running with the land or as equitable servitudes and shall constitute benefits and burdens to the Owners and all persons hereafter acquiring or owning any interest in the Community, however such interests may be obtained. Each Owner of a Townhome, including Declarant, is subject to all of the rights and duties contained within the Association Documents.

SECTION 3 - ADDITIONAL DEFINITIONS

3.1 Articles. Articles mean the Articles of Incorporation of **GREEN MEADOW VILLAS HOA, INC.**, as the same may be amended from time to time. A copy of the Articles is attached hereto and incorporated herein as *Exhibit B*.

3.2 Assessment. Assessment means a share of the funds required for the payment of common expenses, including those expenses attributable to less than all Owners in the case of Limited Assessments, which, from time to time, are assessed against the Owners, and shall include Regular, Special and Limited Assessments, as more particularly described in Section 9 hereof.

3.3 Association. Association means **GREEN MEADOW VILLAS HOA, INC.**, a Utah nonprofit corporation, its successor's, and assigns; helping to insure a safe, clean, friendly, sanitary, and healthy neighborhood environment for all residents.

3.4 Association Rules. Association Rules means the rules and regulations that may be adopted, amended, or repealed from time to time by the Board, as more particularly described in Section 8.4.1.5 of this Declaration.

3.5 Board. Board means the duly elected board of directors of the Association.

3.6 Building or Buildings. Building or Buildings mean the buildings currently constructed on the Property as shown on the Plat.

3.7 Bylaws. Bylaws mean the bylaws of the Association as they exist from time to time.

3.8 Common Area. Common Area means the entire Community, except the Townhome Units.

3.9 Townhome. Townhome means a separate interest in a Unit together with an undivided interest in common in the Common Area, expressed as percentages of the entire ownership interest in the Common Area and attached hereto and incorporated herein as *Exhibit C*.

3.10 Community Association Act. Community Association Act means the "Community Association Act" of the State of Utah, Utah Code § 57-8a-101, et seq.

- *Declarant and each Owner hereby agree and understand that the Community is not, by execution and recording of this Declaration, being submitted to the provisions of the Condominium Ownership Act (Utah Code § 57-8-101, et seq.).*
- *This Declaration does not constitute a declaration as provided for in the Condominium Ownership Act.*

3.11 Association Documents. Association Documents means this Declaration, the Articles, the Bylaws, the Plat, Association Rules, any services agreements entered into by the Association, and any and all other related documents and instruments as the same may be amended from time to time.

3.12 Declarant. Declarant means **GREEN MEADOW VILLAS HOA, INC.** or any person or entity to whom the rights under this Declaration are expressly transferred by the Declarant.

3.13 Limited Assessment. Limited Assessment means an assessment levied against an Owner by the Association for costs and expenses incurred by the Association for the construction, installation, maintenance, repair and replacement of Common Area, and equipment and facilities located thereon, including any corrective action necessitated due to damage by the acts of any Owner or occupant of a Unit who is occupying a Unit with the consent, either express or implied, of such Owner, as more particularly described in Section 9.8 herein.

3.14 Limited Common Area. Limited Common Area means those portions of the Common Area designated for the exclusive use of an Owner or Owners to the exclusion, limitation, or restriction of other Owners. Limited Common Area may be established from time to time by Declarant or the Association on any portion of the Property by describing such area on a recorded plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Declaration. Limited Common Area shall include, without limitation, sidewalks associated with a unit and Patio/Deck Spaces. For purposes of applying this Declaration to the Property, the term Common Area as used in this Declaration shall include Limited Common Area.

3.15 Management Agreement. Management Agreement means any agreement or amendments thereto entered into by the Association, which provides for the management, maintenance, and operation of the Community, including, without limitation, the Common Area, by a management individual or entity. Furthermore, the HOA or those acting as the Management Body/HOA Board shall have the authority to increase the monthly management fees.

HOA fees by an increase of 10% (ten percent), as necessary, but not more than twice during a twelve-month time frame, without having a majority vote of the homeowners.

3.16 Management Company. Management Company means the person or entity hired by the Association to manage the Community, as defined in the Management Agreement, and acting as the Management Body, as such power is delegated pursuant to Section 8.4.1.4.

3.17 Member. Member, also known as owners, means each person or entity holding a membership in the Association.

3.18 Mortgage. Mortgage means any mortgage, deed of trust or other security instrument by which a Townhome or any part thereof is encumbered.

3.19 Mortgagee. Mortgagee means any person or any successor to the interest of such person named as the mortgagee, trust beneficiary, or creditor under any Mortgage under which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

3.20 Owner. Owner means any person or entity, including Declarant, at any time owning a Townhome. The term "Owner" shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

3.21 Parking Garage. Parking Garage means that enclosed space, with doors, attached to the Units for storage and parking of an Owner's personal automobiles or motorcycles. The Parking Garage shall be included in the definition of Unit as set forth below.

3.22 Patio/Deck Space. Patio/Deck Space means that outdoor space attached to the Units, as shown on the Plat. Patio/Deck Space, including, without limitation, any railing or fences surrounding the Patio/Deck Space, shall be Limited Common Area.

3.23 Plat. Plat means the Plat of **GREEN MEADOW VILLAS** recorded as Entry No. 1148155 in Book 2016 of Plats at Page 2924 with the Cache County Recorder, State of Utah, which is the map as required by the Community Association Act, a copy of which is attached hereto as *Exhibit A*.

3.24 Community. Community means that certain residential Townhome development, as shown on the Plat, which shall hereinafter be commonly known as "**GREEN MEADOW VILLAS**" which shall include, but shall not be limited to residential and parking uses, in accordance with the Plat, the Declaration and the existing development approvals obtained from the City of Hyrum, all of which is located on the Property.

3.25 Regular Assessment. Regular Assessment means an assessment by the Association to provide for the payment of all estimated expenses or reserves growing out of or connected with the Community as a whole, as more particularly described in Section 9.6 herein.

3.26 Special Assessment. Special Assessment means an assessment by the Association for the purpose of defraying, in whole or in part, the costs of any new acquisitions and/or new capital improvement, construction or reconstruction or unexpected or extraordinary repair, maintenance or replacement of the Community or any part thereof, including, without limitation, snow and ice removal, or for any expense incurred or to be incurred as provided in this Declaration, or in the event that the Assessment assessed for any particular year is or will become inadequate to meet the expenses of the Association, such assessment being authorized pursuant to the terms and conditions provided herein, as more particularly described in Section 9.7 herein.

3.27 Unit. Unit means the separate interest in a Townhome as depicted on the Plat and which is bounded by (1) exterior surface of exterior walls, (2) exterior surface of roof, (3) interior surface of studs (or foundation) of party walls (studs, insulation, and foundation of party wall owned jointly between parties; any utilities therein owned by the party served thereby), (4) anything below grade is owned by the Unit above it (right to latter support is not waived). Also included in the meaning of Unit are windows, skylights, if any, its Parking Garage, and the doors not waived).

thereof, together with all fixtures and improvements therein contained, including, without limitation, all pipes, wires, conduits and other utility lines and heating, ventilation and air conditioning systems serving the particular Unit and including both the portions of the Building so described and the airspace so encompassed. The following are not part of the Unit: shared pipes, ducts, flues, chutes, conduits, wires, and other shared utility installations. Attached air conditioners and swamp coolers are prohibited.

3.28 Green Meadow Villas Homeowners Association INC. monthly fees are due on the 1st of each month. A late fee of \$25.00 may be charged after a five-day grace period. The GMV HOA Board has the authority to access the HOA fees and may make increases in the amount of 10% (ten percent) without a vote of the homeowners.

SECTION 4 - NATURE AND INCIDENTS OF TOWNHOME OWNERSHIP

4.1 Estates of an Owner of a Townhome. The Property is hereby divided into Townhomes, each consisting of a separate interest in a Unit and an undivided interest in common in the Common Area. The percentage of ownership interest in the Common Area which is to be allocated to each Townhome as a whole for purposes of Assessments, tax assessment under the Community Association Act and liability for such as provided by the Community Association Act, is set forth on the attached *Exhibit C*.

4.2 Title. Title to a Townhome may be held or owned by any individual or entity and in any manner in which title to any other real property may be held or owned in the State of Utah.

4.3 Inseparability. No part of a Townhome or of the legal rights comprising ownership of a Townhome, including any Limited Common Area associated with the Townhome, may be separated from any other part thereof during the period of Townhome ownership prescribed herein, so that each Unit and the undivided interest in the Common Area appurtenant to such Unit shall always be conveyed, devised, encumbered, transferred, and otherwise affected only as a complete Townhome. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Townhome or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Townhome together with all appurtenant rights, created by law or this Declaration.

4.4 Partition of Common Area Not Permitted. The Common Area shall be owned in common by all of the Owners of Units, and no Owner may bring any action for partition thereof.

4.5 Taxes and Assessments. Each Owner shall execute such instrument and take such actions as may be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Townhome. If any taxes or special district or other assessments may, in the opinion of the Association, nevertheless, be a lien on the Property or any part thereof, the Association shall pay the same and assess the same to the responsible Owner or Owners. Each Owner shall pay the taxes and assessments assessed against such Owner's Townhome, or interest therein, and such Owner's interest in the Common Area, or any part of any or all of the foregoing. The Association reserves the right to protest any tax valuation or assessment by any government agency and to pay for any costs associated with such protests. Each Owner agrees to reimburse the Association for any costs associated with such protests as related to that Owner's Unit.

4.6 Owner's Rights with Respect to Interiors. Each Owner shall have the exclusive right to maintain, finish, refinish and decorate the interior surfaces of the walls, ceilings, floors, windows and doors forming and within the interior boundaries of his Unit, including but not limited to the installation of carpet or other floor coverings and paint or wallpaper, subject to the reasonable rules and regulations adopted by the Association and, with respect to window treatments, Section 7.14 of this Declaration and amended or repealed from time to time, and provided that no action described herein shall require access through another Unit to be completed.

SECTION 5 - EASEMENTS

5.1 Easements for Encroachments. If any part of the Common Area encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall

does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered encumbrances on the Common Area or the Units. Encroachments referred to herein include, but are not limited to encroachments caused by settling, rising, or shifting of the earth under a Building, or by changes in position caused by repair or reconstruction of a Building or any part thereof.

5.2 Easements of Access for Repair, Maintenance and Emergencies. The Owners shall have the irrevocable right, to be exercised by the Association, as their agent, to have access to each Unit and to all Common Area from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Area or to another Unit or Units or to correct a violation of any restriction set forth in this Declaration when, after reasonable efforts by the Association, the Owner fails to do so. The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all of the Owners; provided, however, that if such damage is the result of the negligence of an Owner or such Owner's invitees, licensees or lessees of a Unit, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the Unit shall be restored to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association as an Assessment pursuant to Section 9 herein.

5.3 Owner's Right to Ingress, Egress and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to the Owner's Townhome and shall have the right to the horizontal and lateral support of such Owner's Townhome, and such rights shall be appurtenant to and pass with the title to each Townhome. In exercising the rights granted in this Section, each Owner agrees to use commercially reasonable efforts to avoid interference with the access to other Townhomes.

5.4 Association's Right to Use of Common Area. The Association shall have a nonexclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to grant access easements, utility easements, alter the Common Areas, and construct and maintain maintenance and storage facilities in the Common Area for use by the Association.

5.5 Declarant's Right Incident to Construction. Declarant and persons it shall select shall have the express and unconditional right to ingress and egress over, upon and across the Community, including the Common Area, the right to store materials thereon and to make other use thereof as may be reasonably necessary or incident to completion of development and construction of the Buildings and Units shown on the Plat and the completion of all Units for use and occupancy; provided, however, neither Declarant nor any Owner shall construct any additional separate principal buildings on the Property without the express written consent of the City of Hyrum, Utah.

5.6 Easements Deemed Created. All conveyances of Townhomes hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to Sections 5.1, 5.2, 5.3, 5.4, and 5.5 above, even though no specific reference to such easements or to those Sections appear in any such conveyance.

5.7 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and property within the Community in the proper performance of their duties. The easement granted herein is recognized to be a condition of platting the Property imposed by the City of Hyrum. Such easement shall not be dissolved or altered in any material way which would prevent its beneficial use for its intended purpose without the written consent of the City of Hyrum.

5.8 Recorded Easements. The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements of record or of use, including, without limitation, any storm drainage easements, streetlight easements, sanitary sewer easements, sidewalks, or any other public utility easement shown on the Plat.

SECTION 6 - DESCRIPTION OF A TOWNHOME

Every contract for the sale of a Townhome and every other instrument affecting title to such Townhome shall describe that Townhome by the Unit number shown on the Plat as set forth on *Exhibit A*, with appropriate reference to the Plat and to this Declaration as such appear in the official records of Cache County, Utah, in the following manner:

UNIT _____, AS SHOWN ON THE PLAT OF GREEN MEADOW VILLAS IN THE OFFICIAL RECORDS OF CACHE COUNTY, UTAH, AS SAID PLAT MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, AND AS DEFINED IN THE DECLARATION FOR GREEN MEADOW VILLAS HOA, INC., RECORDED AS INSTRUMENT NO. _____, OFFICIAL RECORDS OF CACHE COUNTY, UTAH, AS SAID DECLARATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME.

Any Townhome deed may include a designation of Limited Common Area associated with the Unit. Such description shall be construed to describe the Unit, together with an appurtenant undivided ownership interest as tenants-in-common in the Common Area, and to incorporate all the rights incident to ownership of a Townhome and all the limitations on such ownership as described in the Association Documents or any amendments or supplements thereto, whether or not so specified in the instrument.

SECTION 7 - USE OF TOWNHOMES

7.1 Obstructions of Common Area. There shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area without the prior written consent of the Association. Nothing shall be altered on, planted in, constructed on, or removed from the Common Area except upon the prior written consent of the Association.

7.2 Maintenance of Interiors and Limited Common Area. Each Owner shall keep the interior of such Owner's Unit, including, without limitation, interior walls, windows, glass, ceilings, floors and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition, and good state of repair and shall keep the heating and air conditioning equipment, water heater and related devices exclusively serving the Owner's Unit in a good state of maintenance. Further, each Owner agrees that such Owner's Unit will be used exclusively for single-family residential purposes and home office use solely by persons residing in that Unit. Each Owner shall keep the Limited Common Area, designated for the exclusive use of such Owner in connection with the Unit in a clean, sanitary, and attractive condition. Each Owner shall notify the Association of any unsafe condition existing in, on or around the Limited Common Area. In addition, nothing unsightly, in the reasonable discretion of the Board, shall be kept on the Patio/Deck Space. Each Owner shall notify the Association of any unsafe condition existing in, on or around the Limited Common Area, as identified on the Plat.

An excessive collection of children's toys, sports equipment and bicycles shall not be stored outside on the Common Areas, but neatly within the area of the Lot Owner(s) "porch/patio." Toys, footballs, basket balls, etc. and bicycles shall not be left on the Common Area lawns or against any fences within the Green Meadow Villas outdoor porch/patio" space. Child-sized swimming pools shall be allowed on the Lot Owner(s) "porch/patio" cement area but shall not be placed on any Common Area grass as to cause damage to the lawns and to cause difficulty for lawn maintenance. Fine will be assessed for leaving of toys and other personal items on the common areas in the amount of \$5.00 increments for each offence.

Any outdoor smokers or Grills are to be operated at least 2 (two) feet from the siding of the home and shall not be left on any grassy areas after it has cooled down but placed back on the Owner(s) "patio" area. Lot Owner(s) shall be allowed access to the Common Grounds in the close proximity of their Lot for the purpose of short-term entertaining; Lot Owner(s) shall ensure that all trash, debris, and food is removed and disposed of in a timely manner from the Common Area(s).

7.3 Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would result in the cancellation of or increase in the rate of the

insurance on the Community or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association or which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No additional structures, jungle gyms, trampolines, basketball standards, sport courts, tennis courts, swing sets, club houses or similar playground equipment shall be erected or installed adjacent to any Unit, except as authorized in writing by the Board or Architectural Standards and Review Committee.

No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner, licensee, guest, or other occupant, or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by Owner, Owner's invitees, licensees, or guests, provided, however, that any invitee, licensee or guest of an Owner shall not under any circumstances be deemed to be an invitee of any other Owner. No noxious, destructive, or offensive activity shall be executed in any Unit or in the Common Area or any part thereof and nothing shall be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing or working in a Unit. Without limiting the generality of any of the foregoing, no whistles, bells, or other sound devices (other than security devices which have been approved by the Board), flashing lights or search lights, shall be located, used or placed on the Common Area or in a Unit, if such placement of such item in a Unit will unreasonably bother or constitute a nuisance to others. No unsightly articles shall be permitted to remain on any portion of the Property so as to be visible from any other portion of the Community, including, but not limited to, flags and political signs, or traditional holiday lighting 2 months before and 1 month after the holiday. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, and scrap shall be kept at all times in such containers (or otherwise screened) and in areas approved by the Board. No clothing or fabric shall be hung, dried, or aired in a manner inconsistent with the Association Rules. No dumping of couches, furniture, or other large items is permitted.

Any household furniture and appliances shall—not to be placed into or adjacent to any trash/recycle container bins. Such items are to be taken to the Logan landfill, or a suitable recycling center. Trash and boxes may not be left outside a trash bin. Boxes shall be broken down and placed in the recycling container. NO trash or rubbish from any residents residing outside of GMV boundaries shall be allowed. Any homeowner(s) found not adhering to this shall be subject to a fine of \$25.00.

7.3.1 Owners agrees that they will not use or suffer or permit any person or persons to use the Units or any part thereof for any use or purpose in violation of the laws of the United States of America, the State of Utah, Cache County, Utah or the City of Hyrum, Utah, or the ordinances, regulations, and requirements of such governmental (public or quasi-public entities) or other lawful authorities.

7.3.2 Owners shall not do or permit anything to be done in or about the Buildings nor bring or keep anything therein which will in any way increase the existing rate or affect any fire or other insurance upon the Buildings or any of their contents (unless the Association has consented in writing to such use and such Owner pays any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering the Buildings or Townhomes, or any of its contents, nor shall Owners sell or permit to be kept, used or sold in or about said Buildings any articles which may be prohibited by an extended coverage policy of fire and other casualty insurance.

7.3.3 Owners shall not do or permit anything to be done in or about the Unit or Common Area which will in any way obstruct or interfere with the rights of other Owners or occupants in the Buildings, create undue noise and disruption, or injure or annoy them or use or allow the Unit to be used for unlawful or any objectionable purpose, nor shall Owner cause, maintain or permit any nuisance in, or about the Buildings. Quiet time shall be maintained during the evening hours from 10pm to 7am seven days a week, Sunday through Saturday, including any national, State, or cultural holidays. Only fireworks shall be permitted within the limits of Green Meadow Villas are those that are mostly geared toward the enjoyment of smaller children. Supervision by an adult is imperative. Any loud vehicles/motorized engines or excessively loud music from vehicles or Lot Owner(s) residences is prohibited at all times.

7.3.4 An Owner has the right to rent/lease out its Unit subject to the following:

- Both Owners and renters are bound by the terms of the Association Documents. A limit of **9 (nine) Lots** has been set by Hyrum City for rental/lease purposes and shall not be altered without express consent from Green Meadow Villas HOA and the Hyrum City and necessary changes to the recorded Plat being made. A written copy of the lease agreement shall be provided to the Green Meadow Villas HOA Board before any renter/lessee shall be allowed occupation of Lot/Dwelling. The Lot Owner(s) shall provide the renter/lessee with a copy of the current Green Meadow Villas Declaration of CCRs along with any amendments thereto and the renter/lessee shall comply to the terms of such documents. If the renter/lessee is allowed to have animals/pets while residing at the Green Meadow Villas, they shall be required to pay a \$300 (refundable) deposit to the GMV HOA Board to cover the cost of any outside damage to the Common Area(s) caused by their pet/animals.
- An Owner is liable for damage done by its tenants within the Community and for tenants' noncompliance with Association Documents.
- A "Townhome Lot" means those Lots upon which there is constructed a Single-Family residence; and a "Single Family Residence" shall mean a building, house, or dwelling unit used as a residence for a Single Family, including any appurtenant garage.
- "Single Family" shall mean a group of three or more persons each related to the other by blood, marriage or legal adoption; not to exceed a total of eight (8) persons; or a group of not more than three persons unrelated, together with their domestic Help or Servant(s), who maintain a common household in a dwelling.
- **NO Short-term rentals** are permitted in the **GREEN MEADOW VILLAS HOA, INC.**, with the exception of the townhome sold on January 15, 2019, located at 288 West 70 North that has been rented as an Airbnb by the current owners, Jerry and Kimberly Jackson with approval from the original HOA and Developer (DIRECT HOMES). Any future sale, conveyance, or transfer of ownership of this (288 West 70 North) townhome will revert the property back as a single-family unit, not to be used as any type of rental.
- Any rental units that may be sold in the future may not be sold as a (continued) rental property, thus allowing other current property/townhome owners the opportunity to convert their property/unit to a rental property, keeping the maximum number of nine rental units.
- A homeowner may rent out their townhome for less than the nine-month minimum if they are having to leave their occupancy due to work conditions or travel for their work.
- Prior to a tenant moving into a Rental Unit, the Townhome Owner shall provide to the Association a copy of the signed written rental agreement for inclusion in its books and records; failure of the Owner to do so shall make the rental agreement voidable by the Association, and the Association may prohibit the Owner from renting out the Unit in the future.

7.4 No Hazardous Activities. No activities shall be conducted on the Property, which are or might be unsafe or hazardous to any person or property, including any open fires (except in a contained barbecue unit or city approved gas fireplace or fire pit) and/or the discharge of firearms. Smoking is prohibited in common areas and within twenty (25) feet of any permanent dwelling or townhome.

Lot Owner(s) shall be allowed access to the Common Grounds in the close proximity of their Lot for the purpose of short-term entertaining; Lot Owner(s) shall ensure that all trash, debris, and food is removed and disposed of in a timely manner from the Common Area(s) at the conclusion of any entertainment. No encroachments or storage of personal items/property are allowed onto the Common Area grounds from the Lot Owner(s) "porch/patio area," or onto the driveway/streets, or onto adjoining Lot Owner(s) "porch/patio areas" of the Lot Owner(s). No vehicle repairs, household cleaning tasks or other types of activity that could potentially cause damage to the Common Areas, roadways, or cement pads (porch/patios) shall be allowed. The keeping of Animals/Pets are allowed outside of the Lot Owner(s) immediate property in the common areas but shall be restrained by a leash securely tethered. No animal shall be allowed to remain outside for an unreasonable amount of time and any excessive barking or other noise that disrupts the tranquility of residents within Green Meadow Villas is discouraged and the responsibility of the Owner(s) constraint. (Refer to Section 7.7 Animals)

7.5 Vehicles and Equipment. The use of all vehicles and equipment, including, without limitation, trucks, automobiles, bicycles, motorcycles, recreational vehicles, all-terrain vehicles, motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, snow removal equipment, garden maintenance equipment, and yard maintenance equipment shall be subject to any portion of the Association Documents which prohibit or limit the use

thereof within the Property. Without limiting the foregoing, the following specific restrictions apply: (1) parking is permitted only in designated areas; (2) vehicles shall not extend or otherwise be permitted on or into any sidewalk, bicycle path, or pedestrian path, unless such vehicle is engaged in an emergency procedure, or as provided elsewhere in the Association 3) all vehicles shall be stored in the Parking Garage attached to each Unit and shall not be stored in the driveway access to each Unit. Mobile homes, motor homes, motor coaches, trailers, utility trailers, or airplanes may not be parked for any period of time in any parking spaces outside unless prior approval has been granted by the HOA Board and shall only be for a limited period in accordance with such rules and regulations as the Association may impose, provided (a) the vehicle is owned by a visiting guest or relative of an Owner, (b) the Owner obtains the prior written approval of the Association and (c) such vehicle is not occupied during the time in which it is parked); and 4) all vehicles shall be stored in the Parking Garage attached to each Unit and shall not be stored in the driveway access to each Unit. 5) Any vehicle that is stalled, parked or idling in front of a unit's garage shall have an adult in the vehicle at all times.

7.6 Parking. The Association may allocate or designate parking areas or spaces from time to time as authorized in 8.4.1.3 of this Declaration and develop any and all necessary regulations for the use of the Owners or their guests.

“Visitor Parking.” The availability and use of “Visitor Parking” may not be infringed. Each Lot Owner(s) property has a two-car sized garage that accommodates two vehicles, allowing for the garage door to be securely closed. There are 30 (thirty) outside parking spaces, six of which are reserved (#1-#6 at the south end of the community) for those homeowners with an extended cab, long-bed pick-up truck and those vehicle owners shall have first option of purchasing one of the “reserved” spaces for a fee of \$180 per year in order to park an oversized pickup truck vehicle that the two-car garage cannot accommodate. (Priority for the reserved parking spaces shall be offered first to the homeowners at GMV and then any available spaces may be offered to those renters of a townhome.) There are an additional seven reserved spaces (#7 thru #12) located in other areas, along with #283 as a special Permit, also at a cost of \$180 per year. Homeowners shall pay for the “reserved parking space on a yearly basis of \$180 with any refunds being offered when parking space is vacated. (The cost of the reserved parking spaces may be adjusted and increased from time to time as determined by the HOA Board) Homeowners are given an overnight parking pass to be placed in the vehicle of any overnight guests and should be clearly visible on the front inside dash of the Parking is permitted for a short period of time (five to ten minutes) at the Lot Owner(s) front entrance ONLY when necessary for obtaining entrance into the residence/garage or for dropping off purposes. Any other short-term parking is prohibited in front of garage doors and no portion of a vehicle may project beyond the garage door. Adjustments to the fees charged for the reserved parking spaces may be adjusted as necessary by a majority vote of the Green Meadow Villas HOA Board.

7.7 Animals/Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the GMV Community. *Any animal commonly kept as a pet in family households in the United States, including, but not limited to, dogs, cats, guinea pigs, rabbits, and hamsters; and any animals commonly kept for companion purposes. Pigs, including pot belly pigs, are not allowed within Hyrum City limit (Hyrum City Code 6.04.010).* A limit of two (2) (as per Hyrum City Code, 6.12.010) dogs may be allowed per individual townhome owner(s) and a suggested combined total (2 dog) weight not to exceed seventy-five pounds (75) total and in compliance with Hyrum City Code 6.12.010-H; *Other than single family dwellings all other residential buildings will be permitted one (1) dog per dwelling unit, (e.g., Duplex - two (2) dogs total, Fourplex - four (4) dogs total).*

No Owner shall permit any pet to be a nuisance, which includes but is not limited to excessive barking, biting, or growling, and an Owner shall immediately remove such Owner's pet's excrement or waste from public or private property including the Common Area. This restriction shall not apply to any legally licensed service or assistance animals, including, but not limited to, guide animals. Any exception to the number of dogs permitted [HCC 6.12.010-8] and/or weight limitation must first be approved by the HOA Board. Each Owner owning an approved pet agrees to execute a pet agreement, as developed, and amended by the Association, which shall include a limitation on the number of animals one Owner may have residing in that Owner's Unit. The Association expressly reserves the right to require any Owner to immediately remove any animal exhibiting signs of aggressive behavior, including, without limitation, biting, growling, and lunging toward any other Owner, guest, invitee, or licensee of an Owner.

The keeping of any animal by a Lot Owner shall be in compliance with Cache County and/or Hyrum City ordinances, including proper licensing and required vaccinations. Animal(s) may be secured by a chain or leash outside of Lot Owner's property and shall not be allowed to run loose. Any inconveniences, damage or unpleasantness caused by such animal(s) shall be the sole responsibility of the respective Owner(s). The Owner(s) shall be responsible for the removal of any waste(s) of their animal(s) from any and all portion(s) of the Property and also any Common Area grounds. Any damage caused by an Owner(s) animal to grass in the Common Areas or to trees or other landscaping shall be the sole responsibility of the Owner(s), including the cost of replacing said trees, grass (or sod) and shall be at the Owner(s) expense and not that of the HOA. If the animal's Owner(s) fails in this responsibility of controlling the behavior of the animal(s) they shall be issued a written warning; if misbehavior continues after the written warning, the HOA shall have the right to Fine and Charge for cleaning up after and repairing any damage caused by said Owner(s) pet(s). **(FINES for failure to clean-up after pets shall start at \$5.00 for first offence and increase at \$5.00 increments)** A limit of 2 (two) dogs shall be enforced, with a suggested combined weight of seventy-five pounds (75), unless prior approval has been granted by the GMV HOA Board. Other guidelines pertaining to the keeping of animals/pets shall be governed by the Hyrum City ordinances.

Notwithstanding the foregoing, this Section is not intended to prohibit the keeping of domesticated dogs, domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others as determined by the Board, in its reasonable judgment, and are kept in compliance with the laws and ordinances of the City of Hyrum. Each dog in the Community shall be subject to all "leash laws" of the City of Hyrum when such animal is off the premises of its owner.

7.8 No Temporary Structures. No house trailer, tent (other than for short term recreational use of eighteen (18) hours), or other temporary building or structure shall be placed upon any portion of the Property. No temporary or permanent structure(s) or non-removable items may be placed on any of the Common Areas of Green Meadow Villas without written approval from the HOA Board and a majority vote of approval from the residents of GMV. A permanent shed for the use of the HOA Board for the storage of commonly used items by the members of the HOA and townhome community shall be allowed to be placed on an area of the common grounds of GMV.

Free standing temporary structures such as removable clothesline, doghouse, a temporary removal pen or kennel shall be allowed on the confines of the Lot Owner(s) porch/patio area.

7.11 Energy Devices. No energy production devices, including, without limitation, generators of any kind and solar energy devices, shall be constructed or maintained on in any portion of the Common Area without the written approval of the Board. In the event that the addition or use of such a device is approved by the Board, it must be screened in the manner approved by the Board.

7.12 Over the Air Reception Devices. All Owners who desire to use any device or antenna to receive over the air transmissions shall be required to use one common antenna which shall be located on each Building in which such Owner's Unit is located in the discretion of the Declarant and shall be subject to any other reasonable restrictions established by the Board. Notwithstanding the foregoing, no portion of this restriction shall apply to the extent it conflicts with any federal or state law governing such devices.

Notwithstanding the foregoing, subject to the approval of the Board and in accordance with all rules of the Association, Owners shall be permitted to install small satellite dishes within the service well located on the roof of the Building in which the Owner's Unit is located, as the same is determined by the Board, on the roof of the appropriate Building for cable services using the electrical conduit system located in the core of the Building, if and only if, the service provided by the common antennae or other television services is not adequate to meet the Owner's needs.

7.13 Signs. No signs of any kind, including without limitation "for sale" and "open house" signs or political or commercial signs, shall be displayed on or from any portion of the Property except as required by law. Political signs shall be allowed, as well as other signage that is related to elections or holiday but must be removed in a timely manner (after elections or holidays) and shall not cause any damage, discoloration, or be of any vulgar nature. Any purposed sign(age) must first be juried by the HOA Board for approval. (1) Outdoor holiday lighting shall be allowed on the exterior of the Lot Owner(s) dwelling but shall be securely fastened so as not to cause damage to the exterior of the building(s). (2) Any holiday lighting(s) that are placed/wrapped on any Common Area

trees shall only be allowed to remain for a period of 30 (thirty) days and must be promptly removed so as not to cause any damage to the landscaping or trees.

7.14 Rules and Regulations. No Owner, lessee, occupant, or invitee shall violate the Association Rules as defined in Section 8.4.1.5.

Fines. Fines shall be imposed for any breach or offence of this Declaration, Bylaws, or Rules, to the amount of \$25 for the first offence, \$50 for the second offence instance, etc. This shall also include: any damage to lawn(s) (cost to replace); damage or injury to trees by mistreatment by hanging from branches or causing damage to the trunk and bark (cost to replace); any damage to the exterior of any buildings (cost to repair or replace); or damage/destruction to any playground equipment on the Common Area of GMV. There shall be ONLY ONE written warning given to, and for, each offence before the fines Shall be implemented by a member of the HOA Board. Additional fines have been set through the adoption of Resolutions passed and adopted by the Green Meadow Villas HOA Board and may be adjusted, as necessary.

7.15 Limited Common Areas. Each Owner of a Unit is hereby granted the exclusive use of the Limited Common Area contiguous to and associated with said Unit. No Owner shall, or shall permit anyone else to, paint, stain, repair, replace, add to, or otherwise alter any Limited Common Area without the written consent of the Board. Additionally, nothing shall be stored in or placed on any Limited Common Area except upon the written consent of the Board. Further, except for the Units shown on the Plat, no Owner shall construct a building in the Community for residential purposes or otherwise without the prior written approval of the City of Hyrum and the Association.

The use of any and all Patio/Deck Spaces attached to a Unit shall be governed by those standards and rules that may be adopted and approved by the Board. All maintenance and repair in the Limited Common Area shall be conducted through the Association. The Owner shall be responsible for all costs associated with such maintenance and repair, including a reasonable supervisory fee.

7.16 Window Treatments. All window treatments which are visible from the exterior of the Unit shall not cause the exterior of any Building to be unsightly, which shall be determined in the sole discretion of the Board. All windows treatments shall be in compliance with and subject to Association Rules, as amended from time to time. Specifically, windows are not to be covered with paper, aluminum foil, bed sheets, or any other materials or temporary coverings not specifically intended for such purpose. No interior or exterior reflective material shall be used as a window covering unless such material has been approved by the Board. No in-window air conditioning units shall be allowed.

7.17 Structural Alterations. No Owner shall make any alterations to any Unit that would cause structural weakness or damage, and no architectural changes, plumbing, electrical or similar work within the Common Area or to another Unit without the prior written consent of the Board and, as applicable, the other Unit Owner. All such approved work shall comply with all applicable law. The Board may appoint and may delegate the rights and responsibility under this subsection to an Architectural Standards and Review Committee. Only approved exterior and front/back door colors (white) are permitted. Permanent ornamental storm doors are permitted with ARC specifications and approval and color must match the exterior color of the door (white). External light fixtures replacements are not permitted. No permanent lights or light fixtures shall be added to any Unit at the front or back portion of the Unit. Only patio lights that can be removed shall be allowed and may not be permanently wired into the electrical outlet of any Unit.

7.18 Sewer System Restrictions. No Owner or other Person shall deposit any glass, metal, seafood shells, diapers, clothing, rags, plastic, sanitary napkins, tampons, flammable material, oil, gas, grease, chemicals or other objects or materials other than natural human waste into the sewer system either directly or through an Owner's kitchen waste disposal unit. The cost of any and all damage sustained by the sewer system caused by an Owner's deposit in the sewer system of any of the items listed above shall be the sole responsibility of said Owner.

7.19 Parking Garages. No owner shall be entitled to convert any portion of the Parking Garage associated with a Unit to any space suitable for human inhabitation or use as a home office. Each Owner agrees and acknowledges that such Parking Garage associated with his or her Unit shall be used solely for storage for personal

goods and the personal automobile(s) of such Owner. Each Owner shall maintain such Parking Garage in such manner to allow such Owner to its vehicle in the Parking Garage.

7.20 Deed Restrictions. No Owner may divide or adjust such Owner's Unit without the prior written approval of the Association and the City of Hyrum.

7.21 Right to Enjoy and Use Units. Each Owner shall be entitled to use and enjoy his/her Unit for its intended purpose and nothing herein is intended to impose or grant the authority to impose any restrictions, limitations or prohibitions which would deprive an Owner of the reasonable use and enjoyment of his/her Unit. Notwithstanding the foregoing, no Owner shall be entitled to use his/her Unit for any uses not allowed under the Hyrum Municipal Code or otherwise limited by this Declaration or any other Association Documents.

7.22 Business Activity. Business activity in a Unit requires preapproval of the Board on a case-by-case basis. No units should be used for any business, trade, or similar activity, except that an Owner or Resident may conduct business activities within the Unit so long as: (a) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the activity conforms to all zoning requirements for the Community; (c) the activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Community; (d) the activity does not result in vehicular parking by employees or clients or customers, (e) the activity does not involve the boarding or treatment of animals for a fee, and (f) the activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Residents of the Community, as may be determined in the sole discretion of the Board/Declarant. Notwithstanding the foregoing, no units shall be used for any garage sale, moving sale, rummage sale, or similar activity.

Residential use. Lots shall be used for residential purposes only and in accordance with, and subject to, the other provisions of this Declaration. Any home-type business or activity shall acquire the necessary home business occupation licenses from the City of Hyrum and written approval from the HOA Board of the Green Meadow Villas boundaries of Green Meadow Villas.

Yard/Garage Sales. Individual yard and/or garage sales are not allowed. However, with the approval of the GMV HOA Board and in the common interest of the GMV townhome owners, a community yard or garage sale may/shall be allowed; limited to one (1) per calendar year.

SECTION 8 - GREEN MEADOW VILLAS HOA, INC.

8.1 Creation. This Declaration designates and creates the Association as a non-profit corporation under the laws of the State of Utah. The Association shall be organized by the Declarant and operated by the Association to carry out and enforce the Restrictions set forth in this Declaration with respect to the Community and to serve as the Management Body for the Community.

8.1.1 Membership. Every Owner shall be entitled and required to be a member of the Association. Each Unit/Townhome is bound by the CC&Rs and shall be entitled to one (1) membership, either a Class A membership or Class B Membership as described herein, in the Association. No person or entity other than an Owner may be a Member of the Association, and the Articles and/or Bylaws of the Association shall so state and shall in addition state that the memberships in the Association may not be transferred except in connection with the transfer of a Townhome or portion thereof. Provided, however, that the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Townhome or to any person or organization that has assumed by contract, or otherwise, liability for paying assessments of any Owner.

Pursuant to the terms and time limits set forth in Section 8.2, there shall be initially two (2) classes of membership. All Owners, including the Declarant, shall be deemed Class A members and the Declarant shall be deemed the Class B member, and each shall have those rights set forth in Section 8.2.

8.2 Voting Rights in the Association. Each Owner of a Unit shall be entitled to the number of votes allocated to each Owner's Unit, as identified on *Exhibit C*, representing that Owner's percentage ownership interest in the Common Area and each owner shall be a Class A member. When more than one (1) person holds such interest in any Townhome, all such persons shall be Members, but all such persons deemed Class A members shall only be entitled to the number of votes established for such Unit.

Except as otherwise provided herein, or as stated in the HOA By Laws of Green Meadow Villas, all matters submitted to a vote of the Association shall be determined, made, or approved or authorized upon a majority (51% or more) vote, i.e., the votes in favor exceed those opposed.

Notwithstanding anything in this Declaration to the contrary, the Declarant, as the Class B member, shall have the exclusive right, power, and authority to appoint and elect the Board and otherwise manage the affairs of the Community so long as the Declarant owns a Unit in the Community. The Class B member shall cease to be a voting Member of the Association at the earlier of (i) ninety days after the sale of one hundred percent (100%) of the total Units; or (ii) the day Declarant, after giving notice to the Owners, records an instrument voluntarily surrendering all rights to control activities of the Association. Until such time Declarant is no longer a Class B member, Class A members shall not be entitled to any voting rights set forth in this Section 8.2.

8.3 Transfer. Except as otherwise expressly stated herein, any of the rights, interests and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein and no such transfer or assignment shall revoke or change any of the rights or obligations of any Owners as set forth herein.

8.4 Powers and Duties of the Association.

8.4.1 Powers. The Association shall have all the powers of a non-profit corporation organized under the general non-profit corporation laws of the State of Utah subject only to such limitations upon the exercise of such powers as are expressly set forth in the Association Documents as the same may be amended from time to time and is hereby designated the "Management Body" of the Community as provided in the Community Association Act. The Association, functioning through the Board, shall have the power to do any and all lawful things which may be authorized, required, or permitted to be done by the Association under the Association Documents and necessary or proper for, or incidental to the proper management, operation, and administration of the Community, including, without limitation:

8.4.1.1 Assessments. The power to levy Assessments on the Owners of Townhomes and to force payment of such Assessments.

8.4.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Association Documents, including the Association Rules as defined herein and adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise, all provisions hereof.

8.4.1.3 Parking. The power and authority from time to time to re-assign and relocate any parking areas or identify or restrict any on-street parking, if necessary, to comply with applicable laws, regulations, or ordinances.

8.4.1.4 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as the Management Body as defined in the Community Association Act, and specifically the authority to delegate its powers and duties to a management firm pursuant to a management agreement; provided, however, that any delegation of the Association's powers and duties may be revoked upon thirty (30) days written notice to such management firm. Neither the Association nor the members of the Board shall be liable for any omission or improper exercise by any person or entity to whom any

such duty or power has been delegated. Any person or entity delegated any powers authorizing it to function as the Management Company shall be required to carry all appropriate insurance, including, but not limited to workers' compensation, liability insurance and bonds, and such Management Company shall ensure that any other person or entity working on the Community on the Management Company's behalf shall carry the same.

8.4.1.5 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Board deems reasonable or proper from time to time (the "Association Rules") including fees and/or fines for violation of the Association Documents and the Association Rules. The Association shall have the express authority to make and enforce any rules, regulations, restrictions, protocols and procedures regarding construction activities, use of the Limited Common Area, vehicles and equipment, the leasing and renting of the Units, social events, animals, and pets, moving hours and any other events or items related to the Community or the use and enjoyment thereof. The Association shall govern the use of the Units and Common Area by the Owners, their invitees, licensees, lessees, occupants, and contract purchasers of Owners, it being understood that the Association Rules shall apply equally to all Owners and shall not be inconsistent with the Association Documents. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed, or otherwise delivered to each Owner. Upon such mailing or delivery, said Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between any such Association Rules and any other provision of the Association Documents, the provisions of the Association Rules shall be deemed to be superseded by the provisions of the Association Documents to the extent of any such inconsistency. The Association Rules may from time-to-time supplement and add to the Association Documents.

8.4.1.6 Emergency Powers. The power to enter upon any Unit as necessary in connection with any maintenance or construction for which it is responsible, or when necessitated by violation of this Declaration or Association Rules, or in the event of any emergency involving illness or potential danger to life or property and may take corrective action. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association, except as otherwise provided herein.

8.4.1.7 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of the Community and for the preservation of health, safety, convenience, and welfare of all the Owners, for the purpose of constructing, erecting, operating, or maintaining:

8.4.1.7.1 Underground lines, cable, wires, conduits, or other devices for the transmission of electricity for lighting, heating, power, telephone, television, other utility services and above-ground lighting structures, meters and other facilities associated with the provision of lighting and services.

8.4.1.7.2 Sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and

8.4.1.7.3 Cross parking easements, sidewalk abutments, drive lanes, parking areas, curb cuts, landscaping abutting Common Areas, public and private streets or land conveyed for any public or quasi-public purpose.

8.4.1.8 Miscellaneous Services. The power to obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Community, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may arrange with others to furnish electrical, water, sewer, trash collection services, and other common services to each Townhome (subject to reimbursement by the respective Owner for such services as an Assessment) and may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Community or the enforcement of this Declaration.

8.4.1.9 Property for Common Use. The power to acquire and hold for the use and benefit of all of the Owners, or for the benefit of only those Owners within a particular Townhome, tangible and intangible personal property and real property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interest in the Common Area. Such interest shall not be transferable except with the transfer of a Townhome. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners.

8.4.1.10 Inspection. The power and authority to enter a Unit for the purpose of conducting a regular maintenance inspection. Management may conduct independent inspections of the exterior of all Green Meadow Villa's townhomes for the purpose of preventing maintenance issues that may result in high repair costs. If an aspect of the property is not in compliance with the standards set forth in these CC&R, a "notice of violation" will be mailed to the homeowners stating the description of the violation along with a timeframe in which the violation must be corrected. HOA documents and Utah Law authorizes fines to be levied for violations that are not corrected at a rate of \$10 (ten dollars) per day.

8.4.1.11 Implied Rights. Notwithstanding the foregoing, the Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or necessary to effectuate any such right or privilege. Such rights shall include, without limitation, the right to acquire water meters for each Unit.

8.4.1.12 Public Right of Ways. The power and authority to maintain all areas associated with the Community that may in the public right of way and to charge any assessments, as deemed necessary in the Association's sole discretion, to pay for all costs associated with this maintenance.

8.4.1.13 Litigation. The power and authority to file lawsuits or institute other legal proceedings on behalf of and for the benefit of the Association, as a whole, upon obtaining the approval of fifty-one percent (51%) or more of the Members.

8.4.2 Duties of the Association. In addition to the power delegated to it by the Association Documents, the Association or its agents shall have the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

8.4.2.1 Operation and Maintenance of Common Area. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area and all improvements thereon, including parking areas, drive lanes, common seepage beds, storm sewers or related storm drainage facilities and the exteriors of Buildings as described in Section 8.4.2.5 below and including the repair and replacement of property damaged or destroyed by casualty loss and all other property acquired by the Association, and maintaining the same in a good, clean, attractive and sanitary condition, order and repair.

8.4.2.2 Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Area, if any, owned and managed by the Association or against the Association and any property owned by the Association and all such taxes shall be paid or a bond insuring payment posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state, or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax-exempt corporation.

8.4.2.3 Water and Other Utilities. Acquire, provide and/or pay for water, pressurized irrigation system water and maintenance, storm drainage system maintenance, sewer, garbage, disposal, refuse and rubbish collection and other necessary services for the Common Area and Units.

8.4.2.4 Insurance. Obtain, from reputable insurance companies authorized to do business in the State of Utah and maintain in effect the policies of insurance described in Section 13 hereof.

8.4.2.5 Maintenance of Exteriors and Improvements. Maintain and repair the exterior surfaces of the Buildings and improvements in the Community. The exterior maintenance shall include painting, staining, repairing, re-staining, replacing, and caring for all exterior surfaces including roofs and exterior portions of doors as necessary to maintain them in good condition.

8.4.2.6 Inspection and Maintenance Guidelines. The Board shall adopt inspection and maintenance guidelines for the periodic inspection and maintenance of the Common Area, including, without limitation, the sewer system and drainage facilities. The Board periodically, and at least once every two (2) years, shall review and update the inspection and maintenance guidelines. The Board shall take all appropriate steps to implement and comply with the inspection and maintenance guidelines and shall keep records of such implementation and compliance.

8.4.2.7 Drainage Facilities. Operate and maintain all storm drainage systems and restricted Building's area. Notwithstanding anything to the contrary, no buildings or other similar improvements shall be constructed within the storm drainage and restricted Building's area that would materially interfere with the Property's drainage system.

8.4.2.8 Operation and Maintenance of Sidewalks and Landscaping. The Board shall operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of the sidewalks, including, without limitation, snow removal, and landscaping located within the Community or located in the public right of way, adjacent to the Community.

8.5 Maintenance of Records and Right of Inspection. The Association shall keep and maintain at its principal place of business, current copies of the Association Documents, any rules, and regulations applicable to the Property and its books, records, and financial statements. The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying by any Owner or by such Owner's duly appointed representatives, at any reasonable time and for a purpose related to such Owner's interest as an Owner at the office of the Association or at such other place as the Board shall prescribe. No Owner or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Owner.

8.6 Amplification. The provisions of this Section are amplified by the Bylaws; provided, however, that no present or future provision of such Bylaws shall alter or amend any of the rights or obligations of the Owners set forth herein.

8.7 Use of Association Powers. Notwithstanding the foregoing, the Association shall not take any action that would impair an Owner's right to enjoy and use his/her Unit as set forth herein, and, in particular in Section 7.19.

SECTION 9 - ASSESSMENTS

9.1 Covenant to Pay Assessments. By acceptance of a deed to any Townhome, each Owner of such Townhome thereby covenants and agrees to pay when due all Assessments or charges made by the Association against such Owner pursuant to the provisions of this Section 9 and this Declaration. The due date, manner and method of payment shall be as set forth in this Declaration or as established by the Board from time to time.

9.2 Initial Assessments. Owners acquiring their Townhomes from Declarant agree to pay an initial Assessment and deposit reserves as part of any conveyance through deed or other recorded instrument of a Townhome or portion of a Townhome (see 9.8.2), as provided for herein, that shall be used to purchase personal property for the Building, including, but not limited to seasonal decorations and furnishings for Common Area and to establish contingency and replacement reserves.

9.3 Rate of Assessment. Except as otherwise provided herein, all Owners shall be responsible for Regular Assessments and Special Assessments levied by the Association in proportion to their percentage ownership

interest in the Common Area, as set forth on *Exhibit C*. All Owners shall be responsible for Limited Assessments levied by the Association, as set forth in Section 9.8.

9.4 Assessment Constitutes Lien. The Assessments and charges together with interest, costs, including, but not limited to any fees incurred by the Management Company, and reasonable attorneys' fees, all which may be incurred in collecting the same, shall be a charge on the Townhome against which each such Assessment or charge is made.

9.5 Assessment is Personal Obligation. Each of the Assessments, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Unit at the time such Assessments become due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he/she/it remains an Owner. Notwithstanding the foregoing, a purchaser of a Townhome shall be jointly and severally liable with the seller for all unpaid assessments against the Townhome up to the time of grant or conveyance without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such Assessments.

9.6 Regular Assessments.

9.6.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs as provided in Section 8, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area or furnishing utility services, including water and sewer, and other common services to each Unit (if separately metered), any deficit remaining from previous periods, a management contingency reserve, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively the "Expenses"). Declarant and/or the Association reserves the right to separately meter utility services provided to each Townhome, and in such event the Owner of the Townhome shall be fully responsible for the costs of providing utilities for the Owner's individual use.

9.6.2 Computation of Regular Assessments. Unless otherwise determined by the Board, the Association shall compute and forecast the amount of its Expenses and Regular Assessments on an annual basis. The computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association unless a change in Members or the Management Company makes it impracticable to compute the Regular Assessments in the time frame. In such event, the Owners shall be immediately notified upon completion of such computation. Notwithstanding the foregoing, the computation of Regular Assessments shall be completed in good faith and shall be valid upon completion. The computation of the Regular Assessments for the period from the recordation of this Declaration until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year. The Board shall have the exclusive right to approve any Assessment under this Section 9. Expenses and Regular Assessments shall be levied by the Association against Owners in proportion to their percentage ownerships in the Common Area as set forth on *Exhibit C*.

9.7 Special Assessments. In the event that the Board shall determine that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including, without limitation, costs of construction, reconstruction, unexpected repairs or replacement of improvements upon the Common Area, attorneys fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

9.8 Limited Assessments.

9.8.1 Corrective Actions. The Association may levy against any Owner a Limited Assessment equal to the costs and expenses incurred by the Association, including legal and management fees, for the construction, installation, inspection, operation, maintenance, repair and replacement of the Common Area,

equipment and facilities located thereon, including any corrective action necessitated due to damage by the negligent acts of an Owner, or any person or entity occupying a Townhome with the Owner's consent, either expressed or implied, or for costs and expenses incurred in bringing the Owner's Townhome into compliance with the provisions of the Association Documents.

9.8.2 Transfer Fee. The Association shall levy against a transferor or transferee Owner a Unit transfer fee in the amount of .25% of the selling price of a townhome to cover attorney fees, legal costs, and other bookkeeping expenses and time required as a result of the Unit transfer. The percentage of the transfer fee may be adjusted by the GMV HOA Board from time to time as necessary.

9.9 Notice and Assessment Due Date. Unless the Board establishes a different schedule for the payment of Regular Assessments, monthly installments of the Regular Assessment shall become delinquent if not paid by the first (1st) day of each month. If not paid within five (5) days, a late fee equal to ten percent (10%) of the Assessment shall be charged to the Owner. Each Assessment, other than a Regular Assessment, shall become delinquent if not paid within ten (10) days of the date of notice thereof to the Owner. With each delinquent payment, a single late charge up to ten percent (10%) of the delinquent installment shall be charged. In addition, each installment payment which is delinquent from more than twenty (20) days may accrue interest at the lesser of (i) twelve percent (12%) per annum or (ii) the maximum rate allowed by the law of the State of Utah calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against any delinquent Owner and may foreclose the lien against such Owner's Townhome, as more fully provided herein. The Association expressly reserves its rights to file any liens against such Owner pursuant to city, county and/or state law for any payment not made by the fifteenth (15th) day of the month for Regular Assessments or fifteen (15) days after notice of any other Assessment.

9.10 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge, and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates to which any Regular and Special Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of the Owner's Townhome. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge. Owners agree to pay for all reasonable costs associated with obtaining this estoppel certificate.

9.11 No Reserves Provided by Declarant. Owners acknowledge and agree that they have been fully notified and informed that the Declarant did not or will not pay any part of or contribute any initial assessments or deposit reserves for use in the Community.

SECTION 10 - ENFORCEMENT OF ASSESSMENTS; LIENS

10.1 Right to Enforce. The Association has the right to collect and enforce its Assessments, including any late charges and/or interest accrued thereon, pursuant to the provisions hereof. Each Owner shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration, including any late charges and/or interest accrued thereon, and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys' fees and costs, including the costs and expenses for any lien releases, in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this Section to enforce the liens created pursuant to this Section. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

10.2 Assessment Liens.

10.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Townhome to secure payment of any and all Assessments levied against such Townhome pursuant to this

Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Townhome upon recordation of a notice of assessment with the Cache County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of assessment except for tax liens for real property taxes on any Townhome and any assessment on any Townhome in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

10.2.2 Notice of Assessment. Upon default of any Owner in the payment of any Assessments issued hereunder, the Association may cause to be recorded in the office of the Cache County Recorder a notice of assessment. The notice shall state the amount of such Assessment and other authorized charges (including the cost of recording such notice), a sufficient description of the Townhome against which the same have been assessed, and the name of the record Owner thereof. Each assessment shall constitute a separate basis for a notice of assessment, but any number of assessments may be included within a single notice. Upon payment to the Association of such assessment and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof. The Association may demand and receive the cost of preparing and recording such release before recording the same.

10.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Utah Code applicable to the exercise of powers of sale in deeds of trust or any other manner permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Utah as trustee for the purpose of conducting such power of sale or foreclosure.

10.4 Required Notice. No action may be brought to foreclose the lien created by recordation of the notice of assessment, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such notice of assessment has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner described in such notice of assessment, and to the person in possession of such Townhome(s) and a copy thereof is recorded by the Association in the Cache County Recorder's Office.

10.5 No Subordination. The lien for the Assessments provided for herein in connection with a given Townhome shall not be subordinate to the lien of any Mortgage filed and recorded after the date of such Assessment. Notwithstanding the foregoing, all delinquent Assessments shall be subordinate to any mortgage recorded with in the real property records of Cache County, Utah prior to the date of the Assessment. The sale or transfer of any Townhome shall affect neither the Assessments lien provided for herein, nor the creation thereof by the recordation of a notice of assessment, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

10.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of a Mortgagee under any Mortgage encumbering a Townhome made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such Mortgage, such Townhome shall remain subject to this Declaration, as amended.

In the event a Mortgagee obtains title to any Townhome by any method permitted under law and/or pursuant to all remedies provided in this Declaration, and/or pursuant to any provisions in the Mortgage, such Mortgagee will not be liable for any such Townhome's unpaid dues or charges which accrue prior to the acquisition of title to such Townhome by such Mortgagee. Further, upon obtaining title to any such Townhome, such Mortgagee shall have the unrestricted right to exercise any vote as may be attributable to such Townhome in any meeting of the Association or otherwise.

Any encumbrancer holding a lien on a Townhome may pay, but shall not be required to pay, any amounts secured by the lien created pursuant to this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

A Mortgagee shall be responsible for all delinquencies associated with a mortgaged Townhome after being notified of such delinquencies prior to the beginning of any foreclosure proceedings on such Townhome. A Mortgagee shall be entitled to cure a default in payment of Assessments by paying all past due Assessments which accrued no more than sixty (60) days prior to the date that such Mortgagee was first notified by mail of such Owner's failure to pay Assessments past due. In the event of a foreclosures on any first mortgage, the Mortgagee thereof shall take the Townhome interest subject to all unpaid Assessments, except to the extent such liability has been limited by exercise of the cure option set forth in herein.

SECTION 11 - RIGHTS TO COMMON AREAS

11.1 Use of Common Area. Every Owner shall have a nonexclusive right and easement to use the Common Area (exclusive of Limited Common Area) and an exclusive or semi-exclusive right to use Limited Common Area designated for exclusive or semi-exclusive use by the Owner, which shall be appurtenant to and shall pass with the title to every Townhome, subject to the following provisions:

11.1.1 Assessments. The rights of the Association to levy Assessments as provided herein and the payment by an Owner of all such Assessments. At the discretion of the GMV HOA Board, an assessment for major repairs and/or improvements that are levied may be subject to a majority vote of the homeowners.

11.1.2 Voting. The right of the Association to suspend the voting rights and rights to use of or interest in Common Area by an Owner for any period during which any Assessments or charges against such Owner's Townhome remains unpaid.

11.1.3 Dedication or Transfer. The right of the Association to dedicate or transfer all or any part of Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No dedication or transfer shall be effective unless an instrument verifying such dedication or transfer is executed and recorded by the Association verifying that (i) Members representing fifty-one percent (51%) or more of the total number of votes which may be cast by all of the Members, and (ii) fifty-one percent (51%) or more of all Mortgagees have approved such dedication or transfer; and

11.1.4 Association Rules. The right of the Association to establish and enforce such Association Rules as the Association deems proper regarding the Community and use of Common Area.

11.2 Delegation of Right to Use. Any Owner may delegate in accordance with the respective Association Documents, such Owner's reasonable right of enjoyment to the Common Area to his or her licensees, invitees and lessees, or contract purchasers who reside in such Townhome.

11.3 Damages. Each Owner shall be liable for expenses for corrective action necessitated by violation of this Declaration or Association Rules or for any damage to such Common Area which may be sustained by reason of his or her guests, invitees, or licensees. In the case of joint ownership of a Townhome, the liability of such Owners shall be joint and inclusive. The cost of corrective action shall be assessed as an Assessment against the Townhome and may be collected as provided herein for the collection of other Assessments.

11.4 Playground. Green Meadow Villas has been furnished with a playground designed only for the use of children between 2-10 years of age. It is intended for the benefit and enjoyment of Lot Owner(s) and their guests. Children are to be accompanied by an adult 18 years or older and shall be supervised at all times. Any damage or abuse to the playground equipment shall be the responsibility of the Lot Owner(s) or the parents who allow such damage to occur at the hands of their children. Any damage to equipment that would/could result in an accident or harm to a child must be reported immediately to a HOA Board member. No pets are allowed within the playground area. Children playing in the streets entering into or exiting from Green Meadow Villas (i.e., 300 West, 20 North, 270 West, 40 North and 70 North) are discouraged for obvious safety reasons. Any child or children under the age of 10 years old playing or riding toys/ bicycles must be accompanied and supervised at all times by their parents or another responsible adult.

SECTION 12 - MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or such Owner's agent, contractor or subcontractor shall be the basis for the filing of a lien against the Townhome of any other Owner or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested in writing the performance of such labor or furnishing of such materials or services. Such express written consent shall be deemed to have been given by the Owner of any Townhome in the case of emergency corrective action undertaken by the Association. Labor performed or services or materials furnished for the Property if duly authorized by the Association shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his or her Townhome from a lien against two or more Townhomes or any part thereof by payment of sums secured by such lien which is attributable to such Owner's Townhome.

SECTION 13 - INSURANCE

13.1 Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by reputable companies duly authorized to do business in Utah. The provisions of this Section shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

13.1.1 Casualty Insurance. The Association shall obtain insurance on the Buildings in such amounts as shall provide for full replacement thereof, including, but not limited to, those costs associated with rebuilding, design, any required permits, legal fees, and any other fees associated with the replacement of the Buildings, in the event of damage or destruction from the casualty against which such insurance is obtained. Such insurance shall include fire and extended coverage, vandalism and mischief, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice.

13.1.2 Public Liability and Property Damage Insurance. The Association shall purchase broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance, and other use of the Buildings.

13.1.3 Workers' Compensation and Employer's Liability Insurance. The Management Company shall purchase, on behalf of the Association, workers' compensation and employer's liability insurance and all other similar insurance in respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

13.1.4 Fidelity Insurance. The Management Company shall purchase in such amounts, on behalf of the Association, and in such form as it shall deem appropriate coverage against liability of its officers and directors, dishonesty of employees, destruction or disappearance of money or securities, and forgery.

13.1.5 Other. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Buildings, including any personal property of the Association located thereon.

13.1.6 Optional Insurance. The Association may obtain the following types of insurance coverage but is not required to do so.

13.1.6.1 Personal Property Casualty Insurance. The Association may in its discretion obtain casualty and public liability insurance on the personal property and furnishings initially placed in any Units by Declarant, if any, upon completion of construction of the Buildings in such amounts as shall provide

for the full replacement thereof in the event of damage or destruction from casualties against which such insurance is obtained. It is expressly understood that any Owner desiring to obtain additional Townhome insurance may do so at the sole cost of the Owner.

13.1.6.2 Casualty and Public Liability Insurance. The Association may in its discretion obtain casualty and public liability insurance coverage, in amounts it may select, with respect to an Owner's activities within each Unit.

13.1.7 Form. Casualty insurance shall be carried in a form or forms naming the Association as the insured as trustee for the Owners, which policy or policies shall specify the interest of each Owner (Owner's name, Unit number, and the appurtenant undivided interest in the Common Area) and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first Mortgagees which from time to time shall give notice to the Association of such Mortgages, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after ten (10) days' prior written notice is first given to each Owner and to each first Mortgagee requesting such notice. The Association shall furnish to each Owner and to Declarant a true copy of such policy together with a certificate identifying the interest of the Owner. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Public liability and property damage insurance shall name Declarant, the Management Company, and the Association as the insured, with the Association as trustee for the Owners, and shall protect each Owner against liability for acts of the Association in connection with the ownership, operation, maintenance, or other use of the Buildings.

13.2 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Section and as provided in Section 14 hereof.

13.2.1.1 Application of insurance proceeds to reconstruction. In case of fire or any other disaster, the insurance proceeds, if sufficient to reconstruct the building, shall be applied to such reconstruction. Reconstruction of the building, as used in this sub-section 13.2.1.1 and Subsection 13.2.1.2, means restoring the building to the same condition in which it existed prior to the fire or other disaster, with each unit and the common elements having the same vertical and horizontal boundaries as before.

13.2.1.2 Disposition of property where insurance proceeds are insufficient for reconstruction. Unless otherwise provided in the declaration or bylaws, if the insurance proceeds are insufficient to reconstruct the building, damage to or destruction of the building shall be promptly repaired and restored by the manager or management committee, using proceeds of insurance, if any, on the building for that purpose, and the unit owners shall be liable for assessment for any deficiency. However, if eighty percent (80%) or more of the building is destroyed or substantially damaged and if the unit owners, by a vote of at least eighty percent (80%) of such unit owners, do not voluntarily, within 100 days after such destruction or damage, make provision for reconstruction, the manager or management committee shall record, with the county recorder, a notice setting forth such facts, and upon the recording of such notice: (1) the property shall be deemed to be owned in common by the unit owners; (2) the undivided interest in the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common elements; (3) 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 unit owner in the property; and (4) the property shall be subject to an action for partition at the suit of any unit 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 unit 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 unit owners, to the extent sufficient for the purposes, all liens on the undivided interest in the property owned by each unit owner.

13.3 Owner's Own Insurance. Notwithstanding the provisions of Section 13.1 hereof, each Owner shall obtain insurance at the Owner's own expense providing coverage upon the Owner's Townhome, personal property, personal liability, and covering such other risks as the Owner may deem appropriate, but each policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Section. All such insurance on the Owner's Townhome shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents, and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation.

SECTION 14 - CASUALTY, DAMAGE OR DESTRUCTION

14.1 Affects Title. Title to each Townhome is hereby made subject to the terms and conditions set forth in this Declaration, as amended from time to time, which bind the Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquires a Townhome.

14.2 Association as Agent. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place, and stead for the purpose of dealing with their Townhome upon the Townhome's damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute such appointment.

14.3 General Authority of Association. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in succeeding Sections of this Declaration means restoring the Townhomes, including the site improvements, equipment, and facilities therein, to the same condition in which it existed prior to damage, with each Unit and the Common Area having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless eighty percent (80%) of the Owners and all first Mortgagees of the affected Buildings agree not to rebuild in accordance with the provisions set forth hereinafter.

14.4 Estimate of Costs. As soon as practicable after an event causing damage to, or destruction of, any part of the Community, the Association shall obtain estimates that it deems dependable of the costs of repair or reconstruction of that part of the Community damaged or destroyed, if the Owners and Mortgagees of the Buildings damaged or destroyed elect to rebuild in accordance with Section 14.3.

14.5 Repair or Reconstruction. As soon as practicable after receiving these estimates, the Association shall diligently pursue to completion the repair or construction of that part of the Community damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of that portion of the Community damaged or destroyed or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications, and the location of the Units shall be substantially the same as prior to damage or destruction.

14.6 Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Section 9.7 hereof, may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such Special Assessments shall be allocated and collected as provided in that Section. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

14.7 Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the assessments provided in Section 14.6 constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions by each Owner pursuant to the assessments by the Association under Section 14.6 of this Declaration.

SECTION 15 - CONDEMNATION

15.1 Consequences of Condemnation. If at any time or times during the continuance of the Townhome ownership regime pursuant to this Declaration, all or any part of the Community shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions of this Section 15 shall apply.

15.2 Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

15.3 Complete Taking. In the event that all of the Units are taken, condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Townhome ownership regime pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in the same proportions as their share of the Common Area in the Community, provided that if a standard different from the value of the Townhomes as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled and pay such amounts as soon as practicable.

15.4 Partial Taking. In the event that less than all of the Units are taken, condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Townhome ownership regime hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages or other proceeds and shall apportion the amounts so allocated among the Owners as follows:

15.4.1 Allocation to Common Area. The total amount allocated to taking of or injury to the Common Area shall be apportioned among the Owners in the same proportions as their shares of the Common Area as provided in the Plat; and

15.4.2 Allocation to Townhomes. The total amount allocated to severance damages shall be apportioned to those Townhomes which were taken or condemned as follows: (a) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within the Owner's own Unit shall be apportioned to the particular Unit involved; and (b) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable.

15.5 Reorganization. In the event a partial taking results in the taking of a complete Unit, then, upon the distribution of such Owner's apportioned proceeds, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall re-allocate the ownership, voting rights and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such re-allocation to the remaining Owners for approval and amendment of this Declaration as provided in Section 16.1.2 hereof.

15.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section 14.6 above.

SECTION 16 - MISCELLANEOUS

16.1 Amendment.

16.1.1 By Declarant. Until the recordation of the first deed to a Townhome, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to, or terminated (collectively "Amendment") by the Declarant by recordation of a written instrument setting forth such Amendment. Additionally, so long as a Declarant owns a Townhome, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to, or terminated by a recorded amendment by the Declarant to comply with all applicable law or as necessary to allow the Community to be developed and improved as contemplated in the Association Documents.

Notwithstanding the foregoing, any material Amendment shall require approval by the vote or written consent of the Members representing sixty-seven percent (67%) or more of the total votes which may be cast by all of the Members and fifty-one percent (51%) of all Mortgagees. A material Amendment shall include amendments to the voting rights of the Members, any increase in a previously assessed amount by more than twenty-five percent (25%), Assessment liens or the priority of Assessments, reductions in any reserves, to the delegated party responsible for maintenance and repairs, any reallocation of ownership interests or right to use Common Area, expansion or contraction of the Community, or the addition, annexation, or withdrawal of property to or from the Community; imposition of any restriction on an Owner's right to sell or transfer his or her Unit; termination of the legal status of the Community for any reason; redefinition of any Unit boundaries, the conversion of any Unit into Common Area or vice versa, changes in the fundamental nature of the Community, change in the hazard or fidelity insurance requirements, any leasing restrictions, Section 15, or any provisions that would expressly benefit any Mortgagees, insurers or guarantors.

16.1.2 By Members. Except as provided in Section 16.1.1, after the recordation of the first deed to a Townhome, any Amendment to this Declaration, other than herein provided in this Section 16.1, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such Amendment has been approved by the vote or written consent of Members representing sixty-seven percent (67%) or more of the total votes which may be cast by all of the Members and fifty-one percent (51%) of all Mortgagees, except where a greater percentage is required by express provision in this Declaration, and such Amendment shall be effective upon its recordation with the Cache County Recorder. Any Amendment to this Section 16.1 shall require the vote or written consent of Owners holding ninety-five percent (95%) of the total votes which may be cast by all of the Members.

Notwithstanding the foregoing, nothing in this Section 16.1.2 shall allow an amendment that would limit the rights of the Owners as stated in Sections 7.19 and 8.7.

16.1.3 Effect of Amendment. Any Amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners notwithstanding that such Owners may not have voted for or consented to such Amendment. Such Amendment may add to and increase the Restrictions applicable to the Community but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's Townhome which existed prior to the said amendment.

16.2 Mortgage Protection. Upon written request to the Association from any holder, insurer, or guarantor of any first Mortgage, stating both its name, address and the Unit number or address of the Unit on which it has its first Mortgage, said holder, insurer, or guarantor of a first Mortgage encumbering a Unit shall be entitled to notice of the following:

- Any condemnation or casualty loss that affects either a material portion of a Building or a Unit encumbered by such first Mortgage.

- Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a first Mortgage.
- A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and
- Any proposed action that requires the consent of a specified percentage of eligible Mortgage holders.

16.3 Enforcement and Non-Waiver.

16.3.1 Right of Enforcement. Except as otherwise provided herein, any Owner, the Association or Declarant shall have the right to enforce any or all of the provisions of this Declaration against any property within a Building and against the Owners thereof.

16.3.2 Non-Waiver. Failure of the Declarant or the Board to insist upon strict compliance with this Declaration, the Bylaws, or the Association Rules, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of the right to insist on compliance in the future with any term, covenant, condition, or restriction. The receipt by the Board of payment of an assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for by the Board.

16.4 Registration of Mailing Address. Each Owner shall register such Owner's mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. If an Owner fails to provide the Association with a valid address, all notices shall be sent to that Owner's address on record with the Cache County, Utah. Any notices dealing with assessments, delinquent HOA payments and violations against HOA rules and regulations shall be given by registered or certified mail, postage prepaid to the address of the Association as designated in the Bylaws. From time to time, in person delivery of notices may be given to the member(s) of the Association which are to inform residents of upcoming meetings or other community gatherings.

All notices or demands to be served on Mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall not be entitled to receive any of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Community. This Declaration shall be construed and governed under the laws of the State of Utah.

16.4.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Community as set forth in the recitals to this Declaration.

16.4.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Section 16.5.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

16.4.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

16.4.4 Captions. All captions, titles and the table of contents used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

16.5 Owner's Obligations Continue. All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that such Owner may have leased, rented, or entered a contract of sale of his interest as provided herein, but the Owner of a Townhome shall have no obligation for expenses or other obligations accruing after the Owner conveys such Townhome.

16.6 Exhibits. All exhibits attached hereto are incorporated herein as if set forth in full herein. However, in the event of any conflict between such exhibits and the text of this Declaration, this Declaration shall control.

16.7 Acknowledgement and Waivers. All Owners expressly acknowledge that there are no understandings, representations, warranties or promises of any kind that have been made to induce the Owners into owning Units in the Community except as set forth in this Declaration or any other written valid and binding agreement between the Declarant and the Owners, that this Declaration or any other written valid and binding agreement between the Declarant and the Owners sets forth in full the entire agreement between the parties and governing the Community, and the Owners have not relied on any verbal agreement, statement, representation, warranty or other promises that is not expressed in writing in this Declaration or any other written valid and binding agreement between the Declarant and the Owners. Except as may be set forth in any written agreement between Owner and Declarant, each Owner has acquired and accepted its Townhome Unit "as is, where is" with all faults. No person, agent or employee of Declarant has any authority to modify the terms of this Section, and no person on Declarant's behalf is authorized to make any future verbal agreement upon which any Owner may rely to cancel, change, or modify any portion of this Declaration. This Declaration or any other written valid and binding agreement between the Declarant and the Owners supersedes any and all prior understandings and agreements. This Declaration or any other written valid and binding agreement between the Declarant and the Owners may be amended or modified only by the terms included herein.

16.8 Transfer of Declarant's Powers. It is understood that Declarant, at any time in the exercise of its sole discretion, may sell, assign, transfer, encumber or otherwise convey to any person or entity, upon such terms and conditions as Declarant may determine, all of Declarant's rights, powers, privileges and authority arising hereunder by virtue of Declarant's capacity as Declarant (which rights, powers, privileges and authority are in addition to those arising from Declarant's ownership of one or more Units).

This Declaration is executed effective the 13th day of April, 2022.

This Declaration was adopted in a meeting of the Association duly called and held April 13, 2022, in which 22 of 44 units were in attendance. 20 units voted in favor of the Declaration and 2 units voted against. This Declaration was passed with the intent to amend and restate the prior declaration recorded as Instrument No. 1175406, Book 1959, Page 1565 with the Cache County Recorder, State of Utah.

DECLARANT:

GREEN MEADOW VILLAS HOA, INC.



Elizabeth Ryan

STATE OF UTAH)
COUNTY OF Cache) :SS

The forgoing instrument was acknowledged before me this 10 day of May, 20____, by
Elizabeth Ryan, President, and Kurt Piper, Treasurer, GREEN MEADOW VILLAS HOA, INC., a Utah nonprofit
corporation.

(Notary Seal)


By: Kurt Piper
Its: Treasurer

By: Kurt Piper
Its: Treasurer

Notary Signature

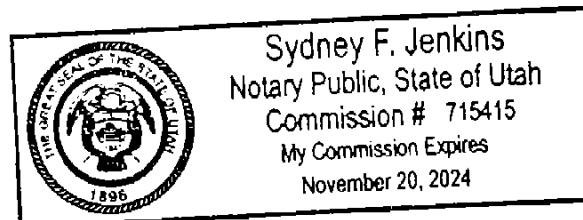


EXHIBIT A

PLAT OF GREEN MEADOW VILLAS HOA, INC.

See attached pages for copy of Plat of GREEN MEADOW VILLAS HOA, INC.

GREEN MEADOW VILLAS

LOTS 3 & 4 AND PART OF LOTS 5 & 6, BLOCK 17.
PLAT "A" HYRUM CITY SURVEY
LOCATED
IN PART OF THE NORTHWEST QUARTER OF
SECTIONS 5, TOWNSHIP 10, NORTH, RANGE 1 EAST
SALT LAKE BASELINE AND MERIDIAN

131-424-0007

0 50 100 150 200 250 300 350 400 450 500 550 600 650 700 750 800 850 900 950 1000

1

		300 WEST		
		SIX ACRES	BLOCK 17, PLAT KIRKLAND CR.	
		REPORT DATE	10/08/01	
		REPORT TIME	10:50 AM	
		ENT 400 FT. MAIN		
		X		

EXHIBIT B

**ARTICLES OF INCORPORATION
OF
GREEN MEADOW VILLAS HOA, INC.**

See attached for copy of recorded Articles of Incorporation of The GREEN MEADOW VILLAS HOA, INC.

HAO LAW Date: 06/08/2020 PAGE 02/02
 Receipt Number: 6381207
 Amount Paid: \$30.00

State of Utah
 Department of Commerce
 Division of Corporations and Commercial Code
 I hereby certify that the foregoing has been filed
 and approved on this 7 day of JUN 2020
 In this office of this Division and hereby issued
 This Certificate thereof.

SP

Examiner ewha Date 6/8/2020



Jason Sterzer
 Jason Sterzer
 Division Director

State of Utah
 Department of Commerce
 Division of Corporations & Commercial Code
ARTICLES OF INCORPORATION (NONPROFIT)

RECEIVED

JUN 08 2020

Non-Refundable Processing Fee: \$30.00 Utah Div. of Corp. & Comm. Code

1. Name of Corporation: GREEN MEADOW VILLAS HOA, INC.

2. Purpose: The nonprofit corporation is organized and is to be operated exclusively for exempt purposes set forth in I.R.C. § 528, or corresponding section of any future federal tax code. No part of the net earnings of such entity shall inure to the benefit of any private shareholder or individual. Subject to the foregoing, the purposes for which the Corporation is organized and will be operated are as follows:

A. The exercise of all the powers and privileges and the performance of all the duties and obligations of the Corporation as set forth in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GREEN MEADOW VILLAS, HYRUM UTAH, recorded as Entry No. 1175406, Bk 1959, Pg 1565 in the official records of Cache County, Utah (the "Declaration"), as amended from time to time.

B. The transaction of any or all lawful business for which corporations may be incorporated under the Utah Nonprofit Corporation Act, subject only to limitations in the Bylaws and the Declaration and the amendments and supplements thereto.

C. To exercise all powers granted by law necessary and proper to carry out the foregoing purposes, including, but not limited to, the power to accept donations of money, property, whether real or personal, or any other things of value. Nothing herein contained shall be deemed to authorize or permit the Corporation to carry on any business for profit, to exercise any power, or to do any act that a corporation formed under the Act, or any amendment thereto or substitute therefor, may not at that time lawfully carry on or do.

3. Registered Agent and Office: ROCKY MOUNTAIN CORPORATE SERVICES, L.L.C., 595 S. RIVERWOODS PKWY, STE 100, LOGAN, UT 84321

4. Name, Signature, and Address of Incorporator: ROCKY MOUNTAIN CORPORATE SERVICES, L.L.C., 595 S. RIVERWOODS PKWY, STE 100, LOGAN, UT 84321

Signature: Leanne Tellekson, Authorized Signatory

Date: 6/1/2020

5. Voting Members: The nonprofit corporation WILL have voting members. Membership and Voting Rights are as provided in the Declaration.

6. Shares: The nonprofit corporation WILL NOT issue shares evidencing membership or interests in water or other property rights.

7. Assets: Upon the dissolution of this organization, assets shall be distributed for one or more exempt purposes within the meaning of I.R.C. § 528, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

8. Principal Address: 595 S. RIVERWOODS PKWY, STE 100, LOGAN, UT 84321. The Principal Address may be changed from time to time by the Board of Directors.

9. Name and Address of Directors:

- A. ELIZABETH RYAN, 595 S. RIVERWOODS PKWY, STE 100, LOGAN, UT 84321
- B. LEANN CARREOLA, 595 S. RIVERWOODS PKWY, STE 100, LOGAN, UT 84321
- C. JEANIE PAPIERNIK, 595 S. RIVERWOODS PKWY, STE 100, LOGAN, UT 84321
- D. FRANK KEMER, 595 S. RIVERWOODS PKWY, STE 100, LOGAN, UT 84321

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EXHIBIT C**Proportionate Interest in Common Area and Voting Allocations**

Unit No.	Percentage of Total Ownership in the Common Area	Voting Allocations
1	2 3/11%	2 3/11%
2	2 3/11%	2 3/11%
3	2 3/11%	2 3/11%
4	2 3/11%	2 3/11%
5	2 3/11%	2 3/11%
6	2 3/11%	2 3/11%
7	2 3/11%	2 3/11%
8	2 3/11%	2 3/11%
9	2 3/11%	2 3/11%
10	2 3/11%	2 3/11%
11	2 3/11%	2 3/11%
12	2 3/11%	2 3/11%
13	2 3/11%	2 3/11%
14	2 3/11%	2 3/11%
15	2 3/11%	2 3/11%
16	2 3/11%	2 3/11%
17	2 3/11%	2 3/11%
18	2 3/11%	2 3/11%
19	2 3/11%	2 3/11%
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37	2 3/11%	2 3/11%
38	2 3/11%	2 3/11%
39	2 3/11%	2 3/11%
40	2 3/11%	2 3/11%
41	2 3/11%	2 3/11%
42	2 3/11%	2 3/11%
43	2 3/11%	2 3/11%
44	2 3/11%	2 3/11%
TOTAL	100%	100%

LEGAL DESCRIPTION

The following real property situated in Cache County, State of Utah:

LOTS 1 THROUGH 45, AS SHOWN ON THE PLAT OF GREEN MEADOW VILLAS, RECORDED AS ENTRY NO. 1148155 IN THE OFFICIAL RECORDS OF CACHE COUNTY, UTAH, TOGETHER WITH ALL COMMON AREAS AND PRIVATE STREETS THEREIN.

PARCEL NOS. 01-151-0001 THROUGH 01-151-0045; 01-151-COMM