

**Record Against the Real
Property Identified on Exhibit A**

Recorded at the Request of:
The Cottages on Kimball's Lane
Homeowners' Association

**RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
THE COTTAGES ON KIMBALL'S LANE, A PUD**

This Restated Declaration of Covenants, Conditions, and Restrictions of The Cottages on Kimball's Lane, a PUD (the "Declaration" or "Restated Declaration") is made and executed by The Cottages on Kimball's Lane Homeowners' Association (the "Association") and is effective as of the date it is recorded in the office of the Salt Lake County Recorder, State of Utah.

RECITALS

A. A Declaration of Covenants, Conditions and Restrictions which was recorded in the office of the Salt Lake County Recorder on or about October 4, 1996, as Entry No. 6474782.

B. A plat for The Cottages on Kimball's Lane, Phase I was filed in the office of the Salt Lake County Recorder's office on July 18, 1996, as Entry No. 6408531. A plat for The Cottages on Kimball's Lane, Phase II was filed in the office of the Salt Lake County Recorder's office on February 18, 1998, as Entry No. 6867288. A plat for The Cottages on Kimball's Lane, Phase 3 was filed in the office of the Salt Lake County Recorder's office on December 28, 1998 as Entry No. 7202469. A plat for The Cottages on Kimball's Lane, Phase 4 was filed in the office of the Salt Lake County Recorder's office on December 30, 1999 as Entry No. 7544677. A plat for The Cottages on Kimball's Lane, Phase V was filed in the office of the Salt Lake County Recorder's office on November 15, 2000, as Entry No. 7760768.

C. An Amendment to the Declaration of Covenants, Conditions and Restrictions was recorded in the office of the Salt Lake County Recorder on or about February 27, 2007, as Entry No. 10015435, at Book 9427, Page 4841-54.

D. A Restated Declaration of Covenants, Conditions and Restrictions was recorded in the office of the Salt Lake County Recorder on or about October 29, 2009, as Entry No. 10827651, at Book 9775, Page 1704-1733.

E. A First Amendment to Restated Declaration of Covenants, Conditions and Restrictions was recorded in the office of the Salt Lake County Recorder on or about May 8, 2017, as Entry No. 12531018, at Book 10555, Page 4456-4458.

F. A Restated Declaration of Covenants, Conditions and Restrictions was recorded in the office of the Salt Lake County Recorder on or about September 5, 2018, as Entry No. 12842898, at Book 10709, Page 5761-5790.

G. Through this Restated Declaration, the Association is Amending and Restating its original Declaration to incorporate the prior amendments to the Declaration, to remove certain provisions of the Declaration, and to include new and additional provisions of the Declaration. The Members of the Association have, by the required majority and pursuant to the required procedures, consented to this Restated Declaration, and adopt it as the applicable Declaration of Covenants, Conditions and Restrictions, effective as of the time and date of recordation.

H. This Restated Declaration affects the real property located in Salt Lake County, State of Utah, described with particularity on **Exhibit A**, attached hereto and incorporated herein by reference.

I. The Bylaws of the Association attached hereto as **Exhibit B** supersede and replace any previously adopted bylaws of the Association and any amendments thereto.

J. The Board of Directors has obtained the approval of the Owners and given notice to the first mortgagees as necessary to adopt and record this Restated Declaration.

K. The Association desires to provide for preservation and enhancement and values of the Properties, amenities of the Property, and for maintenance of the Common Areas. To this end and for the benefit of the Properties and of the Owners thereof, the Association desires to continue to subject the Properties referred to in Exhibit A to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which are for the benefit of the Properties and each Owner thereof.

NOW THEREFORE, the Association declares that the Properties are and shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of said Properties and which shall be construed as covenants of equitable servitude, which shall run with the real Properties and shall be binding on all parties having any right, title or interest in the described Properties or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Board of Directors" or "Board" shall mean the governing board of the Homeowners Association. Each member of the "Board" is a "Director" or "Board member."

Section 2. "Common Area" shall mean all real Property (including all improvements located thereon) presently owned by the Association or hereafter acquired for the common use and enjoyment of the Members and not dedicated to the general public located in Salt Lake County, State of Utah, as identified on the Plats. The Association may increase the Common Area by purchasing additional adjacent land as provided herein and (1) filing additional subdivision plats in the Salt Lake County Recorder's office and stating thereon that said land is

subject to this Declaration and any supplemental or amended Declaration and (2) filing a Supplement to this Declaration in accordance with the terms of this Declaration and the same thereafter shall be included within this definition as Common Area and such shall also be additional land in the legal description of the Property.

Section 3. "Conveyance" shall mean actual conveyance of fee title to any Unit to any owner by a warranty deed or other document of title, including entering into an installment sales contract.

Section 4. "Declaration" or "CC&Rs" shall mean and refer to this Restated Declaration applicable to Properties recorded in the Salt Lake County Recorder's Office.

Section 5. "Expandable Land" (sometimes referred to hereinafter as "Additional Land") shall mean and refer to any land or any interest therein which may come to be added to the Property as an expansion thereof under the terms and conditions of this Declaration.

Section 6. "Governing Documents" shall mean this Restated Declaration and other documents, such as the Plat, Articles of Incorporation, Bylaws, architectural guidelines, and rules and regulations that determine rights or obligations of the Association or that otherwise govern the management or operation of the Association.

Section 7. "Homeowners Association" or "Association" shall mean and refer to The Cottages on Kimball's Lane Homeowners' Association, its successors and assigns, which may, at the election of the Board, be registered as a Utah non-profit corporation.

Section 8. "Limited Common Areas" shall mean and refer to those Common Areas as referred to herein and designated on the Plat as reserved for use of a certain Unit to the exclusion of the other Units which are or may include the driveways, adjacent yard areas, patios, landscaped areas within patio areas, which lead to or are associated with certain Units or both. Limited Common Areas are a subcategory of and are included in Common Areas.

Section 9. "Lot" or "Unit" shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence, whether attached or detached from another residence, together with all improvements to the Unit which are used in conjunction with such residence.

Section 10. "Member" shall mean every person or entity holding Membership in the Association by virtue of the Ownership of a Unit in the Property. Each Owner shall be a Member of the Association.

Section 11. "Mortgagee" shall mean and refer to any person named as a first mortgagee or beneficiary of a first deed of trust.

Section 12. "Owner" or "Homeowner" shall mean and refer to the Owner of record, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Properties, including contract purchasers, but excluding those having an interest merely as security for the performance of an obligation.

Section 13. "Plat," "Plats," and "Phase" shall mean and refer collectively to the record of survey maps of The Cottages on Kimball's Lane, a Planned Unit Development (or PUD,) as recorded in the office of the County Recorder of Salt Lake County, Utah, and as the same may hereafter be modified, amended, supplemented, or expanded in accordance with the provisions of this Declaration or supplements to this Declaration which are to occur in conjunction with the expansion of the Property as provided herein.

Section 14. "Properties" or "Property" shall mean certain real Property referred to in Exhibit A and incorporated herein by this reference, plus improvements and such additions as have been or may hereafter be expanded and brought within the jurisdiction of the Homeowners Association. These terms also refer to The Cottages on Kimball's Lane or The Cottages.

Section 15. "Recreational Vehicles" shall include camping trailer, tent trailer, motor home, pickup truck with self-contained camper Unit, boat, all-terrain vehicles (ATV's), converted bus used as a motor home, and any trailer used for transporting any recreational vehicle. Recreational Vehicle does not include a pickup truck with a shell on the bed which is not used primarily for overnight camping.

Section 16. "Restated Declaration" shall mean and refer to this Restated Declaration of Covenants, Conditions and Restrictions as applicable to the Properties recorded in the Salt Lake County Recorder's Office.

Section 17. "Supplementary Declaration" shall mean any supplementary declaration of covenants, conditions, and restrictions, or similar instrument, which extends the provisions of the Declaration to all or any portion within the expandable land and containing such complementary or amended provisions for such Additional Land as are herein required by the Declaration.

Section 18. "Time-sharing" shall mean any form of shared contractual Ownership of a Unit whereby each Owner's right to use the Unit is limited to a certain period of the year. Time-sharing shall include plans that employ contractual rights and those that employ estates in land, such as (a) vacation leases whereby the Owner conveys recurring leasehold interest to time-share purchasers and retains a reversion in fee simple and (b) interval Ownership whereby the Owner conveys recurring leasehold interest to time-share purchasers and also conveys to them a co-Ownership of a remainder in fee simple.

Section 19. "Utilities" shall mean public utilities, including but not limited to, sewer, water, drainage, natural gas, telephone, electricity, and cable television.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner, Easements of Enjoyment to Common Areas. Every Owner shall have a right and easement of use and enjoyment including, but not limited to, the right of ingress and egress to and from his/her Unit and in and to the Common areas, such easement shall be appurtenant to and shall pass with title to every Unit, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Areas, provided that such fees may in no way affect its non-profit corporation status.

(b) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said Property; the rights of any such mortgagee in said Property to be subordinate to the rights of the Owners hereunder.

(c) The right of the Association to suspend the voting rights of a Member by ballot or at any meeting of the Members (annual or special) or other rights of Members for (1) any period during which an assessment against his/her Unit remains unpaid or (2) a period of time not to exceed sixty (60) days for each separate violation of the Association's published Rules and Regulations. The revocation of rights in connection with violations of the Association's Rules and Regulations shall be preceded by a right to hearing, as required by Article XI hereof for any continuing and ongoing violation of the Association's published Rules and Regulations, the Member's voting right will be suspended until the rule or regulation is complied with.

(d) With the approval of at least sixty-seven percent (67%) of the holders of first mortgage liens on Units, and an affirmative vote of at least sixty-seven percent (67%) of the Owners, the right of the Association to sell, exchange, hypothecate, alienate, encumber, dedicate, release or transfer all or part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as agreed to by the Members. The granting of easements for public utilities or other public purposes consistent with the intended use of such Common Area by the Association may not be deemed a transfer within the meaning of this clause. No such dedication or transfer may be effective unless an instrument agreeing to such dedication or transfer is approved by the affirmative vote of at least sixty-seven percent (67%) of the Members has been recorded.

(e) The right of the Association to take such steps as are reasonably necessary or desirable to protect the Common Area against foreclosure.

(f) The right of the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Area, for installation, maintenance and inspection of lines and appurtenances for public or private utilities.

(g) The right of the City of Draper and any other governmental entity or quasi-governmental body having jurisdiction over the Property to access and have rights of ingress and egress over and across any street, parking area, walkway, or open spaces contained within the Property for purposes of providing police and fire protection or any other governmental or municipal service.

(h) The right of the Board of Directors to publish and enforce rules and regulations as provided in Article VII, Section 6.

Section 2. Owners' Easements of Enjoyment to Limited Common Areas. Each Unit Owner is hereby granted an irrevocable and exclusive license to use and occupy the Limited

Common Areas appurtenant to certain Units and identified on the official Plats filed in the Property. The exclusive right to use and occupy each Limited Common Area shall be appurtenant to and shall pass with the title to every Unit with which it is associated. A Unit Owner's exclusive right of use and occupancy of Limited Common Areas reserved for their Unit shall be subject to and in accordance with the Restated Declaration and Bylaws.

Section 3. Delegation of Use. Any Member may designate, in accordance with the Bylaws, his/her right of enjoyment to the Common Area and facilities to the Members of his family, his tenants, guests or contract purchasers who reside on the Property. All such use by family Members, tenants, contract purchasers or guests shall be subject to this Restated Declaration, including all supplements and amendments thereto, the Bylaws and the Rules and Regulations as promulgated by the Board of Directors. Any damage caused to the Common Area, including facilities and personal Property owned by the Association, by one to whom a Member's right to use and enjoyment has been delegated shall create a debt to the Association owed by the Owner which shall be assessed by the Association (see Article VII, Section 4).

Section 4. Title to the Common Area. The Association has received and shall retain fee simple title to all Common Areas within the Property, subject to easements and rights-of-way of record.

Section 5. Limitation of the Association. The Association is not entitled to take any of the following actions unless by an affirmative vote of at least at least sixty-seven percent (67%) of the Members of record (based on one vote for each Unit).

(a) To act, or by omitting to act, to seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Areas owned, directly or indirectly, by the Association for the benefit of the Unit. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area is not a transfer within the meaning of this clause.

(b) To act, or by omitting to act, to change, waive, or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Units, the exterior maintenance of the Units, the maintenance of the Common Areas, or the upkeep of the Common Areas.

(c) To take action to separately bill or meter any utility services paid for by the Association in accordance with Article VII, Section 3, Utilities.

(d) To fail to maintain fire and extended coverage on insurable Common Areas on a current replacement cost basis in an amount equal to at least one hundred percent (100%) of the insurable value (based on current replacement cost).

(e) To use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement, or reconstruction of the Common Areas.

(f) To purchase additional adjacent land as Common Area.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. Every Owner of a Unit which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Units which are subject to assessment.

Section 2. Board of Directors. The Board of Directors shall consist of Seven (7) Members pursuant to the Association's Bylaws.

Section 3. Owners shall be entitled to one vote for each Unit owned.

Section 4. Multiple Ownership Interests. In the event there is more than one Owner of a particular Unit a vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast by official ballot or at any Association meeting by any such Owner, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Unit by acceptance of a deed, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments, (b) special assessments, and (c) additional assessments as set forth in this Declaration. Assessments shall be levied, fixed, established and collected from time to time as provided herein. The assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Unit at the time the assessment becomes due. The personal obligation for delinquent assessments may not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the maintenance, health, safety, and welfare of residents of the Property. The use made by the Association of funds obtained from assessments may include payment of the cost of: taxes; insurance, management and supervision of the Common Areas, including personal Property owned by the Association; funding the purchase of (a) personal Property to be used by Association Members and (b) adjacent land to be used as Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purpose under this Declaration or the Articles of Incorporation.

Section 3. Bases and Maximum of Annual Assessments. Each Unit shall be assessed according to the schedule set forth below. The annual assessment for each Unit shall be determined by the Board of Directors.

(a) Until December 31, 1997, the maximum annual base assessment shall be fixed at no more than One Thousand Five Hundred Sixty Dollars (\$1,560.00) per Unit (or \$130.00 per month).

(b) From and after December 31, 1997, the maximum annual assessment which may be increased by the Board each year is not more than fifteen percent (15%) above the maximum assessment for the previous year unless the Board obtains approval of at least sixty-seven percent (67%) of the Members by official ballot.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association upon the approval of at least sixty-seven percent (67%) of Members by official ballot or at a meeting called for this purpose, may levy in any assessment year a special assessment applicable to the year for the purpose of (a) defraying, in whole or in part, the cost of any construction (including new construction), reconstruction, repair or replacement of any capital improvement upon the Common Area, including fixtures and personal Property related thereto; (b) purchasing adjacent Property as additional Common Area; (c) providing for capital improvements and personal Property to be used by Association Members upon the Common Area on additional phases of the Property; (d) any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or the Articles of Incorporation; and (e) such other purpose as at least sixty-seven percent (67%) of all Members approve.

Section 5. Reinvestment Fee Assessments. In addition to the annual and special assessments authorized above, the Association may levy a reinvestment fee assessment upon the transfer of a Unit. For purposes of this Section, a "transfer" is any change in the ownership of the Unit as reflected in the office of the County Recorder, regardless of whether such change of ownership is pursuant to the sale of a Unit or not, unless such transfer was done for estate planning purposes only. The amount of the reinvestment fee assessment shall be in the amount or percentage determined pursuant to a resolution of the Board, which may be comprised of one or more of the following charges:

(a) An Assessment charged for: (i) common planning, facilities, and infrastructure, (ii) obligations arising from an environmental covenant, (iii) community programming, (iv) recreational facilities and amenities, or (v) Association expenses as provided for in Utah Code § 57-1-46(1)(a).

(b) As provided for in Utah Code § 57-1-46, and subject to the limitation in Utah Code § 57-1-46(8), no reinvestment fee assessment shall exceed one-half percent (0.5%) of the fair market value of the Unit at the time of the transfer, which value includes the value of all improvements.

(c) The Association has the authority to record any notice required by law to effectuate the assessment and collection of the reinvestment fee assessment.

Section 6. Reserve Fund. The Association shall maintain a reserve fund, funded by annual assessments and reserve fee assessments. Special assessments for the purpose of defraying, in whole or in part, the cost of any construction (including new construction), reconstruction, repair or replacement of any capital improvement upon the Common Area, including fixtures and personal Property related thereto on any phase of the Property, and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or the Articles of Incorporation. Any such special assessments must be approved by the Members pursuant to Article IV, Section 4 of this Restated Declaration.

Section 7. Regular Assessments, Rate of Special Assessments, Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Member of record subject thereto. The due dates for payment of said assessment shall be established by the Board. Special assessments shall be fixed at uniform rates for all Units and may be collected on a monthly, quarterly or other basis as determined by the Board.

(a) The Association shall, upon demand at any time furnish a certificate in writing signed by an officer of the Association, or an authorized agent, setting forth whether the assessments on a specified Unit have been paid. Furthermore, a first mortgage holder, upon request, is entitled to a written certificate from the Association advising of any default by the Unit Owner of any obligation not cured within sixty (60) days. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association.

(a) Non-Payment. Any assessments which are not paid when due are delinquent. If the assessment is not paid within fifteen (15) days after the due date, the Association shall have the remedies provided in subsection (b) below.

(b) Remedies. For any delinquent payment as provided in subsection (a) above, the Association shall be entitled to all or any combination of the following remedies against a Member whose assessment is delinquent.

(1) File a notice of lien on the Unit.

(2) Bring an action at law against the Owner personally obligated to pay for the following:

- (i) the principal amount of the unpaid assessment;
- (ii) interest from the date of delinquency at a rate of eighteen percent (18%) per annum, or such other rate as the Board of Directors establish from time to time; and
- (iii) all costs and attorney fees incurred whether or not suit is filed.

(3) Foreclose the lien against the Unit to satisfy judgment rendered for the full amount of the delinquent assessment, including interest, costs and attorney fees, as specified above.

(4) Levy as an additional sum to such delinquent assessment, all expenses for preparation of the notice of lien (whether or not prepared by an attorney), court costs, interest and a reasonable attorney fee, whether or not suit is filed.

(5) Withhold and interrupt the service of utilities provided by the Association to any such Unit on which the assessment is delinquent.

(c) Right to Bring Action. Each Owner, by his acceptance of a deed to a Unit, hereby expressly grants to the Association, its successors, assigns or agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real Property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Unit Owners. The Association, acting on behalf of the Unit Owners, shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(d) Assignment of Rents.

(1) If an Owner of a Unit who is leasing the Unit fails to pay any assessments for a period of more than sixty (60) days after it is due and payable, the Board, upon compliance with this subsection, may demand that the Owner's tenant pay to the Association all future lease or rental payments due the Owner, commencing with the next monthly or other periodic payment, until the amount due to the Association is paid.

(2) The Board must give the Owner of record written notice of its intent to demand full payment from the tenant.

This notice shall:

(i) provide notice to the tenant that full payment of remaining lease payments will commence with the next monthly or other periodic payment unless the assessment is received within the time period provided in the Association governing documents;

(ii) state the amount of the assessment due, including any interest or late payment fee;

(iii) state that any costs of collection and other assessments that become due may be added to the total amount due; and

(iv) provide the requirements and rights described heretofore in this section.

(3) If the Unit Owner fails to pay the amount of the assessment due by the date specified in the notice, the Board may deliver written notice to the tenant, in accordance with the Association rules, that demands future payments due to the Owner be paid to the Association pursuant to this section. A copy of the notice must be mailed to the Owner. The notice provided to the tenant must state:

(i) that due to the Owner's failure to pay the assessment within the time period allowed, the Owner has been notified of the Board's intent to collect all lease payments due to the Association pursuant to this section;

(ii) that until notification by the Association that the assessment due, including any interest or late payment fee, has been paid, all future lease payments due to the Owner are to be paid to the Association; and

(iii) payment by the tenant to the Association in compliance with this section will not constitute a default under the terms of the lease agreement with the Owner. If payment is in compliance with this section, suit or other action may not be initiated by the Owner against the tenant for failure to pay.

(4) All funds paid to the Association pursuant to this section shall be deposited in a separate account and disbursed to the Association until the assessment due, together with any cost of administration which may not exceed Twenty-Five Dollars (\$25.00) per month, is paid in full. Any remaining balance must be paid to the Owner within five (5) business days of payment in full to the Association.

(5) Within five (5) business days of payment in full of the assessment, including any interest or late payment fee, the Board must notify the tenant in writing that future lease payments are no longer due to the Association. A copy of this notification must be mailed to the Owner.

(6) As used in this section, "lease" or "leasing" means regular, exclusive occupancy of a Unit by any person or persons, other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service, gratuity, or emolument.

Section 9. Non-use and Abandonment. No Owner may waive or escape personal liability for the assessments provided for herein, nor release the Unit owned by him/her from the liens and charges hereof, by non-use of any Common or Limited Common Area or abandonment of the Unit.

Section 10. Subordination of the Lien to Mortgages. The lien created by this Declaration upon any Unit shall be subject and subordinate to and shall not affect the rights of the holder of the indebtedness secured by any first mortgage (meaning a mortgage with first priority over other mortgages) or equivalent security interest on any Unit, made in good faith and for value, recorded prior to the date any such assessment becomes due. Any holder of a first mortgage lien or equivalent security interest on a Unit who comes into possession by virtue of foreclosure of a mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale will take said Unit and the improvements appurtenant thereto free of any claims for unpaid

assessment charges against said Unit which accrue prior to the time such holder comes into possession of the Unit, except for the claims for a share of such expenses or charges resulting from a reallocation of such assessment or charges to all Units including the mortgaged Unit. Any first mortgagee, who obtains title to a Unit in the Property pursuant to the remedies in the mortgage/deed of trust or through foreclosure of the mortgage/deed of trust or any other security instrument, shall not be liable for more than six (6) months of the Unit's unpaid dues or charges which have been accrued before the acquisition of title to the Unit by the mortgagee through foreclosure. However, no such sale or transfer may relieve such Unit from liability for any assessments which thereafter become due or from the lien thereof.

Section 1. Exempt Property. The following Property subject to this Declaration shall be exempt from assessments created herein:

- (a) All Properties dedicated to and accepted by any local public authority;
- (b) The Common Area(s).

Section 12. Additional Assessments. In addition to the annual assessments and special assessments for capital improvements authorized herein, the Association shall levy such assessments as may be necessary from time to time for the purpose of repairing and restoring the damage or disruption resulting to the streets or other common or limited Common Areas from the activities of the City of Draper in maintaining, repairing or replacing utility lines and facilities thereon, it being acknowledged that the Ownership of utility lines, underground or otherwise is in the City up to and including the meters for individual Units, and that they are installed and shall be maintained to City specifications.

ARTICLE V PARTYWALLS

Section 1. General Rules of Law to Apply. Each wall built as a part of the original construction of a Unit or Unit garage upon the properties and placed between two (2) separate living Units or garage Units shall constitute a party wall. The general rules of law regarding party walls and liability for Property damage due to negligence or willful acts or omissions shall apply.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall. Mechanical equipment and appurtenances located within any one Unit, or located without said Unit, but designated and designed to serve only that Unit, shall be considered part of the Unit. Such equipment includes, but is not limited to, electrical receptacles and outlets, air conditioning, heating, and other ventilation apparatus, fixtures and the like, pipes, wires, conduits, or other public utility lines or installations. To the extent such equipment and appurtenances penetrate, are attached to, or located between the party wall, the Owner of the Unit shall be responsible for their repair and maintenance. In the event that any such equipment and appurtenances service more than one Unit, the cost for the repair of any damage or adverse condition created thereby, and the maintenance of such shall be shared equally between the Owners of the Units jointly serviced.

Section 3. Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration in equal proportions without prejudice; however, one Owner may call for a larger contribution from the other Owner under any rule of law regarding liability for negligence or willful acts or omissions. The word "use" means Ownership of a dwelling Unit or other structure which incorporates such party wall or any part thereof.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, to the extent that such damage is not covered or paid by the insurance provided for herein, an Owner who by negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of any and all repairs and maintenance resulting therefrom, as well as the cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of an Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and the decision shall be by majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefore, the Board of Directors of the Association shall select an arbitrator for the refusing party.

Section 7. Encroachment. If any portion of a party wall or other part of a building or structure now or hereafter constructed upon said Property encroaches upon any part of the Common Areas or upon the Unit or Units used or designated for use by another Unit Owner, an easement for the encroachment and for the maintenance of same is granted and reserved. This easement will exist and be binding upon all present and future Owners of any part of said Property for the benefit of the present and future Owners of such encroaching building or structure for the purpose of occupying and maintaining the same. In the event a structure consisting of more than one dwelling Unit becomes partially or totally destroyed or in need of repair or replacement, mutual and reciprocal easements are granted and reserved upon the Common Areas and in and upon each dwelling Unit and not for the benefit of the Association and the adjacent Owner or Owners to the extent reasonably necessary or advisable to make repairs and replacements; and minor encroachments resulting from any such repairs or replacements, or both, and the maintenance thereof are hereby granted and reserved for the benefit of the present and future Owners thereof. The easements for encroachment herein granted and reserved shall run with the land.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. The Board of Directors of the Association shall appoint a three (3) Member Architectural Control Committee (ACC) the function of which

13 | Page

*Restated Declaration of Covenants, Conditions, and Restrictions
of The Cottages on Kimball's Lane*

shall be to ensure that all exteriors of living Units and landscaping within the Property maintain the original architectural design and exterior appearance and harmonize with existing surroundings and structures within the Property. The ACC is not required to be composed of Owners. If the ACC is not appointed, the Board itself shall perform the duties required of the ACC.

Section 2. Submission to ACC. No accessory, attachment or addition to a living Unit, landscaping, patio enclosure, or other improvement of a Unit, specifically including the Limited Common Areas; shall be constructed, maintained, or accomplished, and no additions, alterations, repainting or refurbishing, addition or relocation of lighting, of/to the exterior of any living Unit shall be performed, unless complete plans and specifications have first been submitted to and approved by the ACC in accordance with the rules and regulations governing such approval.

Section 3. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the ACC shall use its best judgment to ensure that all improvements, construction, landscaping, and alterations on Units within the Property conform to and harmonize with existing surroundings and structures. The Board may formulate general guidelines and procedures. The adopted guidelines and procedures shall be incorporated in the rules and regulations adopted by the Board and the ACC, or the Board, as the case may be, shall act in accordance with such guidelines and procedures.

Section 4. Approval Procedures. Any plans and specifications submitted to the ACC shall be approved or disapproved in writing, or additional information shall be requested (as necessary) within thirty (30) calendar days after submission. In the event the ACC fails to take any action within such period, it shall be deemed to have approved the material submitted.

Section 5. Construction. Once begun, any improvements, construction, landscaping, or alterations approved by the ACC shall be diligently pursued to completion. If reasonably necessary to enable such improvement, construction, landscaping or alteration, the person or persons carrying out the same shall be entitled to temporary use and occupancy of unimproved portions of the Commons Areas in the vicinity of the activity.

Section 6. Disclaimer of Liability. Neither the ACC, nor any Member thereof acting in good faith, shall be liable to the Association of any Owner for any damage, loss, or prejudice suffered or claimed on account of:

- (a) The approval or rejection of, or the failure to approve or reject, any plans, drawings or specifications;
- (b) The development or manner of development of any of the Property; or
- (c) Any engineering or other defect in approved plans and specifications.

Section 7. Non-Waiver. The approval of the ACC of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the ACC to disapprove any similar plans and specifications.

Section 8. Exception for the Association. The foregoing provisions of this Article shall not apply to any improvement, construction, landscaping, or alteration which is carried out by the Association on any Unit or on any part of the Common Areas and which occurs at any time. The Association shall further have the right to designate the location and design of any Common Area amenities, including, but not limited to, clubhouse (if any), landscaping, pathways or other recreational amenities or green areas, provided that the Association shall not be required to provide any such amenities by virtue of this Section.

Section 9. Landscaping. The land area not occupied by structures, hard-surfacing, vehicular driveways or pedestrian paths, shall be kept planted with grass, trees or shrubs or other ground covering or landscaping in conformance with the standards set by the ACC and approved by the Board. Such standards will take into consideration the need for providing effective site development to:

- (a) enhance the site and building,
- (b) screen undesirable areas or views,
- (c) establish acceptable relationships between buildings and adjacent properties, and
- (d) control drainage and erosion.

As required by the ACC, trees shall be retained, buffer areas maintained and the natural contour of the land respected. The ACC reserves the right to require special treatment of slopes, construction of walls and wells, and use of stone fills to preserve trees that cannot otherwise be saved.

ARTICLE VII OPERATION AND MAINTENANCE

Section 1. Maintenance of Common Areas and Units. The Common Areas, the roofs, exteriors, and any extension of the Living Units shall be maintained by the Association so as not to detract from the appearance of the Property and so as not to affect adversely the value or use of any Living Unit. The Owner of each Unit shall maintain such Unit in an attractive appearance, including and free from all trash, rubbish, garbage and debris.

Section 2. Operation and Maintenance by Association. The Association, by its duly delegated representative(s), shall provide for such maintenance and operation of the Common Areas as may be necessary or desirable to make them appropriately usable in conjunction with the Units and to keep them clean, functional, attractive and generally in good condition and repair. The Association shall maintain, repair and restore those improvements located upon the Common Areas including, but not by way of limitation, the following: clubhouse, social areas, pathways, gardening areas, and any common recreational amenities, grass, landscaping, shrubs, watering and sprinkling system, as may, or may not, be included as part of the Property. The patio areas of each Living Unit may be used and decorated at the discretion of the Owner so long as the use and decoration does not adversely affect other Unit Owners or the Association. The Association shall maintain any landscaped areas within the patio areas, known as Limited

Common Areas, unless and until the Owner installs or causes to be installed and exotic landscape materials, or plants; or any landscaping not consistent with that of the Common Areas in general, which may require additional care resulting in increased maintenance costs to the Association. In addition, the Association shall maintain the exterior appearance and roof of each Living Unit; excluding HVAC mechanical systems, patios and decks within Limited Common Areas, front and rear doors, garage doors and seals, window frames and glass, hose bibs, outdoor electrical outlets and cabling, heating elements and flowers planted by the homeowner, which shall be the responsibility of Unit Owners. In the event that special needs for maintenance or repair of the Common Areas (including personal Property of the Association related thereto) or the building exteriors should be necessitated through willful or negligent act of a Member, his family, guests, or invitees, the cost of such maintenance shall be added to become a part of the assessment to which such Unit is subject as provided under Article IV.

Section 3. Utilities. Each Unit Owner shall pay for all utility services which are separately billed or metered to individual Units, including, but not limited to, electrical, gas, and telephone service as the same may be provided by the City of Draper and/or other utility companies or entities furnishing such service. The Association shall pay for the general utility services of water, basic cable television, basic internet, sewer, storm drain and trash removal. The Board, in its sole discretion, shall determine what constitutes "basic" cable and "basic" internet. The Board of Directors shall determine what additional utility services, if any, shall be included in the general utility services for which the Association will be responsible for payment as an association debt. In the event the Association elects, in accordance with Article II, Section 5(c), to separately meter any general utility service for which the Association has previously been responsible for payment; each Unit Owner shall pay any and all costs associated with separately billing or metering, including any connection fees, modifications, or additions required to separately bill or meter any utility service.

Section 4. Repair of Damage Caused by an Owner, his Tenants, Guests, Invitees and Pets. Any damage caused to the Common Area and facilities, including personal Property owned by the Association, by an Owner, his tenant, guests, invitee, minor child or any animal or pet in the control of or owned by an Owner, or any one or a combination of the foregoing, shall create an assessable debt owned by such Owner to the Association. If the Owner does not adequately repair the damage, the Association, after approval of a majority vote of the Board of Directors, shall have the right, through its agents, employees, or through an independent contractor, to repair the damage. The costs incurred by the Association in repairing the damage shall be added to and become an assessment against the Unit as described in Article IV, Section 1 of this Declaration, and the same may be enforced and collected as provided in Section 8 of said Article. Any repair of damage undertaken by the Owner or agent of Owner pursuant to this Section must first have submitted plans to the ACC and will have obtained the approvals required as provided at Article VI herein before commencing repair work.

Section 5. Management Agreements. The Board of Directors may employ a manager or a management firm who may contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association. Any contract with a person or

management firm appointed as a manager or managing agent shall be terminable by the Association for cause upon thirty (30) days' written notice thereof. The Board is allowed to enter into a contractual agreement for no longer than a five-year period (60 months).

Section 6. Rules and Regulations. The Association shall have authority to promulgate and enforce such reasonable rules, regulations and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to ensure that the Property and the Common Areas are maintained and used in a manner consistent with the interests of the Owners. Subject to Article XI hereof, the Association also has authority to adopt a schedule of monetary fines that may be imposed on Owners for the willful violation of rules that have been duly adopted and published by the Association, provided that such fines in all cases shall be reasonable and shall be subject to review and hearing by the Board if contested. Any such fine imposed and not contested, or any such fine upheld after review and hearing by the Board shall be payable within thirty (30) days. Unpaid fines may be assessed against a Unit and collected as provided in Article XI herein. Reasonable rules and regulations may include, but shall not be limited to, rules to allocate the fair use of all amenities between children, adolescents and adults. The Board of Directors shall have, in exercising its reasonable discretion, the power to protect Association Property by restricting use of the recreational and social amenities and other common facilities in such a manner as to reduce the risk of personal harm to users, which risk management may also relate to obtaining lower insurance premiums on Common Areas.

ARTICLE VIII INSURANCE

Section 1. Assessments. The fund for insurance shall be provided for from annual assessments as allowed by Article IV.

Section 2. Required Insurance. The Association shall secure and at all times maintain the following insurance coverage:

(a) Multi-peril Coverage. A multi-peril type policy covering the entire Property (including all Living Units, Common Areas and facilities areas). Such policy shall provide coverage against loss or damage by the standard extended coverage endorsement, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, fire, hailstorm, water damage, and such other risks as customarily are covered with respect to Properties similar to this Property in its construction, location, and use. As a minimum, such policy shall provide coverage on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage specified in the policy, but not less than one hundred percent (100%) of the full insurable value (based upon current, actual replacement cost). Such policy shall include an "agreed amount endorsement" or its equivalent, a "demolition endorsement" or its equivalent, an "increased cost of construction endorsement" or its equivalent, and a "contingent liability from operation of building laws endorsement" or its equivalent.

(b) Broad-form Public Liability Coverage. A comprehensive policy insuring the Owners, the Association, its trustees, officers, agents and employees against all damage or injury caused by their negligence to the public, invitees, tenants or Owners or the Common Area. Limits of the

liability under such coverage shall not be less than One Million Dollars (\$1,000,000) for all claims for personal injury or Property damage, or both, arising out of a single occurrence. Such policy or policies shall be issued on a comprehensive liability basis, shall provide the cross-insurers as between themselves are not prejudiced, and shall contain “a severability of interest” clause or endorsement to preclude the insurer from denying the claim of an Owner in the Property because of negligent acts of the Association or others.

(c) Fidelity Coverage. A fidelity policy or policies to protect against dishonest acts on the part of trustee(s), officer(s), manager, employee(s) of the Association and all others, including volunteers, who handle or are responsible for handling funds of the Association. The fidelity coverage shall name the Association as the obligee or insured and shall be written in an amount sufficient to offer the protection reasonably required, but in no event less than one hundred percent (100%) of the reserves. The fidelity bond or insurance shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of employee or similar expression. Said policy shall also provide that it may not be canceled or substantially modified (including cancellation for non-payment of premiums) without at least thirty (30) days’ prior written notice to all Owners of record for all Units.

Section 3. Additional Provisions. The following additional provisions shall apply with respect to insurance:

(a) Approval of Policies. All policies shall be written by a reputable company approved by the Board of Directors.

(b) Contribution. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.

(c) Flood Insurance. In the event that some part of the Property is now or may in the future be classified by the Housing and Urban Development as an area having special flood hazards, a blanket policy of flood insurance on the flood areas shall be maintained in an amount customarily required in Properties of this type to ensure against flood damage.

(d) Premiums Maintained in the Name of the Association as Trustee. Premiums for all insurance coverage obtained by the Association shall be written in the name of the Association as trustee for each of the Unit Owners.

(e) Insurance on Unit. The Association shall have no duty or responsibility to procure or maintain any fire, liability, earthquake or similar casualty coverage for the contents of any Unit. The Association also shall have no duty to insure against any negligent acts or events occurring at the Unit. Accordingly, each Owner should secure and keep in force at all times public liability insurance coverage and a broad-based casualty insurance coverage for the contents of the Unit.

(f) Review of Insurance Policies. The Board of Directors shall periodically, and whenever demand is made by twenty percent (20%) or more of the Owners, review the adequacy of the Association’s insurance program and shall report in writing the conclusions and actions to any mortgagee or any Unit Owner who shall have requested a copy of such report. Copies of every

policy of insurance procured by the Board of Directors shall be available for inspection by the Owners.

(g) Rebuilding After Damage or Destruction. In the event of damage or destruction by fire or other casualty to any Properties covered by insurance written in the name of the Association as trustee for the Owners, the Board of Directors shall, with concurrence of the Mortgagee, if any, and upon receipt of insurance proceeds, contract to rebuild or repair such damage or destroyed portions of the Properties to as good a condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, whose accounts are insured by a federal governmental agency, with the proviso agreed to by said bank or institution that such funds may be withdraw only by the signatures of at least two (2) Members of the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors. The contractors shall be required to provide a full performance and payment bond for the repair, construction, or rebuilding of destroyed Property. In the event the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, or both, to the same condition as formerly, the Board of Directors shall levy a special assessment against all Owners in such proportions as the Board of Directors deem fair and equitable in light of the damage sustained.

ARTICLE IX EASEMENTS

Section 1. Minor Encroachments. Each Unit and the Common Area shall be subject to an easement for encroachment created by construction, repair, shifting, settling or movement, and overhangs as designed or constructed. A valid easement for said encroachment and for the maintenance of same, so long as it stands, shall and does exist.

Section 2. Utilities Easement. There is hereby granted and conveyed to the City of Draper, Rocky Mountain Power, South Valley Sewer District, Draper Irrigation Company, Dominion Energy, television service companies, internet service providers, security or monitoring services, and Century Link, their successors and assigns, a blanket easement upon, across, and over and under all of the Common Area, including Limited Common Area, for ingress, egress, installing, replacing, repairing and maintaining all utilities at such location or locations as said entity deems appropriate. By virtue of this easement, it shall be expressly permissible for the providing of electrical, cable television, internet, security service, and/or telephone company to construct and maintain electrical, cable television and/or telephone wires, circuits and conduits on, across and under the Common Areas, including Limited Common Areas.

An easement is further granted to all police, fire protection, ambulance, trash collection, and all similar persons to enter upon the streets and Common Area, including Limited Common Areas, in the performance of their duties. Notwithstanding anything to the contrary contained in this Article, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property except as (1) approved by the Board of Directors, or (2) as required by the City of Draper. Should any company furnishing a service conveyed by the general easement herein

provided request a specific easement by separate recordable document, the Board shall have the right to grant such easement on said Property without conflicting with the terms hereof.

Section 3. Easements for Ingress and Egress. An easement is hereby granted to the Association, its officers, agents, employees and to any management company selected by the Association to enter in or to cross over the Common Area, including Limited Common Areas, and any Unit to perform the duties of maintenance and repair of the Unit, yard and landscape area, or Common Area provided for herein.

ARTICLE X USE RESTRICTIONS

Section 1. Residential Use. No Owner shall occupy or use his Unit or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner and the Owner's family or the Owner's lessees or guests.

Section 2. Fee Conveyed. Each Unit shall be conveyed as a separately designated and legally described freehold estate, the Owner taking title in fee simple, or purchasing by contract and being subject to the terms, conditions, and provisions hereof.

Section 3. Household Pets Permitted. No animals, livestock or poultry of any kind may be raised, bred, or kept on any Unit or in the Common Area, except that dogs, cats or other household pets may be kept in Units, or upon any Unit, subject to the rules and regulations adopted by the Board of Directors. All dogs or cats in the Common Area shall be on a leash. Any damage requiring repairs to the Common Area, including the Limited Common Area, caused by a pet of an Owner, his guest, or invitee, shall be subject to a possible fine, subject to imposition pursuant to Article XI hereof.

Section 4. *[Intentionally left blank.]*

Section 5. Signs. No sign of any kind shall be displayed to the public view on or from any Unit or the Common Area except that an Owner may display a security provider sign (not to exceed 12" X 12") or a standard industry "For Sale" sign.

Section 6. Obstruction of the Common Area. There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior consent of the Board of Directors. Personal Property of Owners shall not be stored on the Limited Common Areas adjacent to Units. Motor vehicles in an inoperable condition or not currently legally registered shall not be stored on the Common Areas or driveways, and may be towed or removed and stored at Owners expense. All such fees and expenses, including attorney fees if necessary and all towing and storage charges, may be made a part of the Unit Owner's assessment and enforced and collected accordingly. Owner shall be assessed for all costs and expenses related to Property removal and storage for a violation of this provision by any lessees, guest or invitee of Owner.

Section 7. Prohibited Uses. No loud, noxious or offensive activities shall be carried on in any Unit or in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the Owners.

Section 8. Oil and Mining Operations. No drilling, quarrying or mining operations of any kind shall be permitted upon or in any Unit or upon the Common Area.

Section 9. Hazardous or Toxic Wastes. No bulk storage of hazardous materials, hazardous wastes, hazardous substances, or toxic substances or any toxin regulated by any federal state statute or regulation may be stored upon the Property; specifically, but not by way of limitation, including garages of the Units.

Section 10. Alteration of Common Area. Nothing shall be altered or constructed, or removed from the Common Area, except with the written consent of the Board of Directors.

Section 11. Time Sharing Prohibited. The Owner of any Unit shall not allow or permit any form of time sharing Ownership.

Section 12. Leases. Any lease agreement between a Unit Owner and a lessee shall be required to provide that the terms of the leases shall be subject in all respects to the provisions of this Restated Declaration, Articles of Incorporation of the Association and the Bylaws of said Association, and that any failure by lessee to comply with the terms of such documents shall be a default under the lease. No Unit Owner may lease less than the entire Unit. Furthermore, all leases shall be in writing and copy of each signed lease shall be provided to the office of the Association by the homeowner. Any damage caused by the lessee, including guests of lessee, to the Common Areas or exteriors of the buildings shall be an additional assessment on the Unit, subject to imposition pursuant to Article VII, Section 4 hereof. Additionally, no more than ten percent (10%) of the units may be leased or rented at one time except that the following shall be exempt from this rental restriction:

- (a) any Owner in the military for the period of the Owner's deployment;
- (b) any Owner whose lot is occupied by the Owner's parent, child, sibling, or caregiver;
- (c) any Owner whose employer has relocated the Owner for two years or less;
- (d) any Lot or Residence owned by an entity that is occupied by an individual who:
 - (1) has voting rights under the entity's organizing documents; and
 - (2) has a 25% or greater share of ownership, control, and right to profits and losses of the entity; or
- (e) any Lot or Residence owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for:
 - (1) the estate of a current resident of the Lot or Residence; or
 - (2) the parent, child, or sibling of the current resident of the Lot or Residence.

An Owner who is renting his or her Lot or Residence at the time that this rental restriction passes may continue to rent until the Owner occupies the Lot or Residence; or until an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Lot or Residence, occupies the same; or until the Lot or Residence is transferred. The Board shall create procedures by rule or resolution to track and ensure consistent administration and enforcement of this rental restriction.

Section 13. Recreational Vehicles. No recreational vehicle or trailers may be parked within the Common Areas or upon the driveways of each Unit for longer than a twenty-four (24) hour period. A licensed recreational vehicle or trailer may be parked on the street for no longer than a 24-hour period for loading and/or unloading, with a freestanding HOA approved reflective marker placed behind and in front.

In no event shall any recreational vehicle be used for camping or for overnight accommodations by the Unit Owner or by the Unit Owner's guests in and on the Common Areas of the Development or on the driveways of the Units, except on that Property specially designated by the Board for this purpose. The Board of Directors is specifically empowered to enforce this provision by having vehicles in violation towed and stored at the Owner's expense.

Section 14. Junk or Derelict Vehicles. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept on any of the Common Areas or parked upon the Owner's driveways. Vehicle repairs other than ordinary light maintenance is not permitted on the Property. Vehicles parked or stored in violation of these provisions or in violation of any rule or regulation adopted by the Board may be towed away at the Owner's risk and expense.

Section 15. Electronic Antennas. No television, radio, or other electronic antenna, satellite dish or device of any similar type shall be erected, constructed, attached, placed or permitted to remain on a Unit, or on the exterior of any Unit or any other structure located on a Unit, unless approved in writing by the Architectural Control Committee (ACC). The ACC approval or disapproval shall include, but not in any way be limited to, the location, dimensions, materials, color, and method of installation. The Owner will be required to provide the Association with a waiver holding the Association harmless from any costs relating to the Owner's installation of an electronic antenna; specifically including, but not limited to, damage caused by roof leaks.

Section 16. Exterior Lighting. Exterior lighting (defined as lights or light fixtures on the exterior of the living Unit; or interior lights of the Property which light out into the Common Areas) in addition to that lighting provided in the base Unit construction package, is expressly forbidden.

**ARTICLE XI
FINES**

The Board may assess a fine or fines against an Owner or Owners for a violation of the Association's Governing Documents. Before assessing a fine, the Board shall give notice to the Owner of the violation and inform the Owner that fine will be imposed if the violation is not cured within a time period determined by the Board, which shall be at least forty-eight (48) hours.

Fines assessed by the Board shall:

- (a) be made only for a violation of a rule or regulation that is specifically listed in the Restated Declaration, Bylaws, or Association rules as an offense that is subject to a fine;
- (b) be in the amount specifically provided for in the Governing Documents for that specific type of violation or in an amount commensurate with the nature of the violation; and
- (c) accrue interest and late fees as provided in the Governing Documents.

An Owner who is assessed a fine by the Board may request an informal hearing to protest or dispute the fine within fourteen (14) days from the date the fine is assessed. The hearing shall be conducted in accordance with the standards provided in the Governing Documents. No interest or late fees may accrue until after the hearing has been conducted and a final decision has been rendered.

A fine assessed under this provision that remains unpaid may be collected as an unpaid assessment as set forth elsewhere in this Association's Governing Documents or in the Utah Community Association Act.

**ARTICLE XII
GENERAL PROVISIONS**

Section 1. Enforcement. The Association and/or any Owner, shall have a right to sue for damages, or to enforce by any proceeding injunctive or otherwise, at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Restated Declaration, Bylaws or Articles of Incorporation. Specifically, the aggrieved party may seek to recover damages and for injunctive relief. Failure by the Association to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party to any action brought to enforce the terms of this Restated Declaration or any supplements or amendments thereto, shall be entitled to costs and a reasonable attorney fee.

Section 2. Severability, Construction and Validity of Restrictions. All of the conditions, covenants and reservations contained in this Restated Declaration shall be construed together, but if it shall at any time be held by a court of record having legal authority and jurisdiction that any one of said conditions, covenants or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and Unit Owners, their successors, heirs or assigns shall be bound

by each article, section, subsection, paragraph, sentence, clause or phrase which has not been declared invalid or inoperative.

Section 3. Duration. The covenants and restrictions of this Restated Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Unit subject to this Declaration, their respective legal representative, heirs, successors, and assigns for a term of thirty (30) years from the date this Restated Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Section 4. Gender and Grammar. The singular wherever used in this Restated Declaration shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 5. Conflicts. In case of any conflict between this Restated Declaration, as the same may be amended from time to time, and the Articles of Incorporation and the Bylaws of the Association, as they may be amended from time to time, the provisions of this Restated Declaration shall be controlling.

ARTICLE XIII AMENDMENT

This Restated Declaration may be amended upon an affirmative vote of at least sixty-seven percent (67%) of the Owners, which amendment shall be effective upon recordation in the office of the Recorder of Salt Lake County, State of Utah. Prior to any material amendment to this Declaration taking effect, written notice shall be sent to all holders of first mortgage liens, setting forth said amendment.


ARTICLE XIV INITIAL REGISTERED AGENT AND INITIAL REGISTERED OFFICE

The agent for service of process shall be listed in an appropriate instrument recorded in the office of the Department of Commerce, Division of Corporations, of the State of Utah. If no such appointment is listed, the registered agent shall be the current President of the Association, and the Association shall cause such President's name and address to be listed in an appropriate instrument recorded in the office of the Department of Commerce, Division of Corporations, of the State of Utah.

IN WITNESS WHEREOF, the undersigned officer of the Association executes this Restated Declaration and certifies that the necessary votes, approvals, or consents of at least sixty percent (60%) of the Owners the Association were obtained to approve this Declaration.

Dated this 1 day of December, 2023.

**THE COTTAGES ON KIMBALL'S LANE
HOMEOWNERS' ASSOCIATION**


By: Lee Stern
Its: President

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

The foregoing instrument was acknowledged before me this 1 day of December, 2023, by Lee Stern, as President of The Cottages on Kimball's Lane Homeowners' Association (the "Association"), who verified that she signed this document on behalf of the Association with all necessary authority, and acknowledged to me that said Association executed the same.


Notary Public



EXHIBIT A

(Property Descriptions and Parcel Numbers)

PHASE 1:

Beginning at a point on the south right-of-way line of 118th South Street said point being South 89°50'00" West 660.10 feet and South 00°14'11" East 34.51 feet from the North 1/4 Corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base & Meridian; and traversing thence South 00°14'11" East 415.97 feet; thence South 89°45'49" West 87.34 feet; thence South 00°14'11" East 49.97 feet; thence South 89°45'49" West 242.73 feet; thence North 00°14'01" West 465.48 feet to a point on the south right-of-way line of 118th South Street; thence North 89°40'58" East 330.05 feet along said south right-of-way to the point of beginning.

contains 149,348.17 sf. or 3.43 acres more or less

Parcel No.	Lot	Property Address
28301260010000	4A	11818 S COTTAGE VIEW LN
28301260020000	4B	11822 S COTTAGE VIEW LN
28301260030000	5A	11824 S COTTAGE VIEW LN
28301260040000	5B	11826 S COTTAGE VIEW LN
28301260050000	7A	11828 S COTTAGE VIEW LN
28301260060000	7B	11832 S COTTAGE VIEW LN
28301260070000	8B	11834 S COTTAGE VIEW LN
28301260080000	8A	11836 S COTTAGE VIEW LN
28301260090000	9B	11838 S COTTAGE VIEW LN
28301260100000	9A	11840 S COTTAGE VIEW LN
28301260200000		196 E KIMBALLS LN
28301270010000	1A	11809 S COTTAGE VIEW LN
28301270020000	1B	11811 S COTTAGE VIEW LN
28301270030000	2B	11815 S COTTAGE VIEW LN
28301270040000	2A	11817 S COTTAGE VIEW LN
28301270050000	3B	11819 S COTTAGE VIEW LN
28301270060000	3A	11821 S COTTAGE VIEW LN
28301270070000	6B	11825 S COTTAGE VIEW LN
28301270080000	6A	11827 S COTTAGE VIEW LN
28301270090000	10B	11831 S COTTAGE VIEW LN
28301270100000	10A	11833 S COTTAGE VIEW LN

PHASE 2:

Beginning at a point on the south right-of-way line of 118th South Street said point being South 89°50'00" West 973.25 feet and South 00°14'11" East 34.16 feet from the North 1/4 Corner of Section 30, Township 3 South, range 1 East, Salt Lake Base & Meridian; thence South 135.21 feet; thence West 9.27 feet; thence South 138.39 feet; thence South 38°19'20" East 23.30 feet; thence South 47.03 feet; thence South 36°41'28" West 57.04 feet; thence West 156.72 feet; thence South 24.04 feet; thence West 129.25 feet; thence North 00°13'51" West 408.78 feet to the south right-of-way line of 118th South Street; thence along said right-of-way North 89°53'40" East 316.96 feet to the Point of Beginning.

Containing 123,206.40 square feet or 2.83 acres more or less.

Parcel No.	Lot	Property Address
28301260130000	15A	11813 S COTTAGE SIDE WY
28301260140000	16A	11815 S COTTAGE SIDE WY
28301260150000	16B	11817 S COTTAGE SIDE WY
28301260160000	17B	11829 S COTTAGE SIDE WY
28301260170000	17A	11833 S COTTAGE SIDE WY
28301260190000	18B	11835 S COTTAGE SIDE WY
28301260352000	18A	11831 S COTTAGE SIDE WY
28301260352001	18A	11831 S COTTAGE SIDE WY
28301280010000	13B	11822 S COTTAGE SIDE WY
28301280020000	13A	11820 S COTTAGE SIDE WY
28301280030000	12B	11816 S COTTAGE SIDE WY
28301280040000	12A	11814 S COTTAGE SIDE WY
28301280050000	11B	11812 S COTTAGE SIDE WY
28301280060000	11A	11810 S COTTAGE SIDE WY
28301280070000	14B	11824 S COTTAGE SIDE WY
28301280080000	14A	11826 S COTTAGE SIDE WY
28301280090000	19A	11828 S COTTAGE SIDE WY
28301280100000	19B	11830 S COTTAGE SIDE WY
28301280110000	20A	11832 S COTTAGE SIDE WY
28301280120000	20B	11834 S COTTAGE SIDE WY
28301280130000		196 E KIMBALLS LN

PHASE 3:

Beginning at a point which is N89°45'49"E 5.00 feet from the Southeast corner of the Cottages on Kimball's Lane Phase 1 – a PUD; recorded as Book 967P Page 247 in the Salt Lake County Recorders office; and running thence S00°14'11"E 399.97 feet; thence S89°45'49"W 223.09 feet; thence North 43.70 feet; thence N89°59'03"W 164.47 feet; thence N58°06'30"W 246.06 feet; thence West 69.41 feet; thence N00°13'51"W 233.84 feet; thence East 159.69 feet; thence North 24.04 feet; thence East 156.72 feet; thence N36°41'28"E 22.58 feet; thence S00°14'01"E 62.34 feet; thence S31°54'49"E 44.48 feet; thence N89°45'49"E 219.38 feet; thence N00°14'11"W 49.97 feet; thence N89°45'49"E 92.34 feet to the point of beginning.

Parcel No.	Lot	Property Address
28301260210000		196 E KIMBALLS LN
28301260220000	23A	11851 S COTTAGE SIDE WY
28301260230000	23B	11855 S COTTAGE SIDE WY
28301260240000	24B	11859 S COTTAGE SIDE WY
28301260250000	24A	11863 S COTTAGE SIDE WY
28301260260000	31A	11858 S COTTAGE VIEW LN
28301260270000	31B	11862 S COTTAGE VIEW LN
28301260280000	32B	11854 S COTTAGE VIEW LN
28301260290000	32A	11850 S COTTAGE VIEW LN
28301260300000	25A	11871 S COTTAGE SIDE WY
28301260310000	25B	11867 S COTTAGE SIDE WY
28301260320000	29A	11875 S COTTAGE SIDE WY
28301260330000	30B	11866 S COTTAGE VIEW LN
28301260340000	30A	11870 S COTTAGE VIEW LN
28301270110000	33B	11853 S COTTAGE VIEW LN
28301270120000	33A	11857 S COTTAGE VIEW LN
28301270130000	34B	11861 S COTTAGE VIEW LN
28301270140000	34A	11865 S COTTAGE VIEW LN
28301270150000	35A	11869 S COTTAGE VIEW LN
28301270160000	35B	11873 S COTTAGE VIEW LN
28301270170000	36A	11877 S COTTAGE VIEW LN
28301270180000	36B	11881 S COTTAGE VIEW LN
28301270190000	37A	11889 S COTTAGE VIEW LN
28301270200000	37B	11885 S COTTAGE VIEW LN
28301280140000	21A	11852 S COTTAGE SIDE WY
28301280150000	21B	11856 S COTTAGE SIDE WY
28301280160000	22A	11860 S COTTAGE SIDE WY

28301280170000	22B	11864 S COTTAGE SIDE WY
28301280180000	26A	11868 S COTTAGE SIDE WY
28301280190000	26B	11872 S COTTAGE SIDE WY
28301280200000	27A	11876 S COTTAGE SIDE WY
28301280210000	27B	11880 S COTTAGE SIDE WY
28301280220000	28A	11884 S COTTAGE SIDE WY

PHASE 4:

Beginning at the Southeast corner of the Cottages at Kimball's Lane Phase 3 - P.U.D. and running thence S00°14'11"E 458.29 feet to the North Right-of-Way line of 11950 South Street, thence along said Right-of-Way ~~N89°54'42"W~~ 114.09 feet; thence Northeasterly along a 15 foot radius curve 6.20 feet said radius bears N66°19'31"W; thence North 145.16 feet; thence Northwesterly along a 44.50 foot radius curve 25.48 feet, which said bearing is West; thence Northwesterly along a 1786.5 foot radius curve 100.86 feet, said radius bears S57°11'36"W; thence along a 808.5 foot radius curve 103.93 feet said radius bears N53°57'31"E; thence Northwesterly along a 158.5 foot radius curve 79.33 feet, said radius bears N61°19'26"E; thence North 58.67 feet; thence Northeasterly along a 149.7 foot radius curve 20.02 feet, said radius bears East to the South line of Phase 3 of said Cottage's on Kimball's Lane - P.U.D.; thence along said Phase 3 development the next 3 calls; S89°59'03"E 25.66 feet; South 43.70 feet; N89°45'49"E 223.08 feet to the point of beginning. Containing 1.80 acres more or less.

Parcel No.	Lot	Property Address
28301270210000	45A	11893 S COTTAGE VIEW LN
28301270220000	45B	11897 S COTTAGE VIEW LN
28301270230000	46A	11903 S COTTAGE VIEW LN
28301270240000	46B	11907 S COTTAGE VIEW LN
28301270250000	47B	11913 S COTTAGE VIEW LN
28301270260000	47A	11917 S COTTAGE VIEW LN
28301270270000	48B	11923 S COTTAGE VIEW LN
28301270280000	48A	11927 S COTTAGE VIEW LN
28301270290000	49B	11933 S COTTAGE VIEW LN
28301270300000	49A	11937 S COTTAGE VIEW LN
28301270310000	50B	11943 S COTTAGE VIEW LN
28301270320000		196 E KIMBALLS LN

PHASE 5:

Beginning at the Southeast corner of the Cottages at Kimball's Lane Phase 3 - P.U.D. and running thence S00°14'11"E 458.29 feet to the North Right-of-Way line of 11950 South Street, thence along said Right-of-Way N89°54'42"W 114.09 feet; thence Northeasterly along a 15 foot radius curve 6.20 feet said radius bears N66°19'31"W; thence North 145.16 feet; thence Northwesterly along a 44.50 foot radius curve 25.48 feet, which said bearing is West; thence Northwesterly along a 1786.5 foot radius curve 100.86 feet, said radius bears S57°11'36"W; thence along a 808.5 foot radius curve 103.93 feet said radius bears N53°57'31"E; thence Northwesterly along a 158.5 foot radius curve 79.33 feet, said radius bears N61°19'26"E; thence North 58.67 feet; thence Northeasterly along a 149.7 foot radius curve 20.02 feet, said radius bears East to the South line of Phase 3 of said Cottage's on Kimball's Lane - P.U.D.; thence along said Phase 3 development the next 3 calls; S89°59'03"E 25.66 feet; South 43.70 feet; N89°45'49"E 223.08 feet to the point of beginning. Containing 1.80 acres more or less.

Parcel Number	Lot	Property Address
28301280250000	54B	161 E KIMBALLFIELD LN
28301280260000	54A	163 E KIMBALLFIELD LN
28301280270000	53B	173 E KIMBALLFIELD LN
28301280280000	53A	177 E KIMBALLFIELD LN
28301280290000	52B	181 E KIMBALLFIELD LN
28301280300000	52A	187 E KIMBALLFIELD LN
28301280310000	51A	189 E KIMBALLFIELD LN
28301280320000	55B	159 E KIMBALLFIELD LN
28301280330000	55A	157 E KIMBALLFIELD LN
28301280340000	56A	11898 S KIMBALLFIELD LN
28301280350000	64C	11908 S KIMBALLFIELD LN
28301280360000	64D	11912 S KIMBALLFIELD LN
28301280370000	65C	11922 S KIMBALLFIELD LN
28301280380000	65D	11926 S KIMBALLFIELD LN
28301280390000	66B	11932 S COTTAGESTONE CT
28301280400000	67C	11938 S COTTAGESTONE CT
28301280410000	67D	11944 S COTTAGESTONE CT
28301290010000	57D	11899 S KIMBALLFIELD LN
28301290020000	57C	11903 S KIMBALLFIELD LN
28301290030000	63D	11919 S KIMBALLFIELD LN
28301290040000	63C	11921 S KIMBALLFIELD LN
28301290050000	58B	182 E KIMBALLFIELD LN
28301290060000	58A	184 E KIMBALLFIELD LN
28301290070000	59B	186 E KIMBALLFIELD LN
28301290080000	59A	192 E KIMBALLFIELD LN

28301290090000	62B	183 E COTTAGEFIELD WY
28301290100000	62A	187 E COTTAGEFIELD WY
28301290110000	61B	191 E COTTAGEFIELD WY
28301290120000	61A	197 E COTTAGEFIELD WY
28301290130000	60A	199 E COTTAGEFIELD WY
28301290140000		196 E KIMBALLS LN
28301300010000	69B	11931 S COTTAGESTONE CT
28301300020000	68D	11937 S COTTAGESTONE CT
28301300030000	68C	11941 S COTTAGESTONE CT
28301300040000	70D	11934 S COTTAGEFIELD PL
28301300050000	70C	11936 S COTTAGEFIELD PL
28301300060000	71B	11946 S COTTAGEFIELD PL
28301310010000	73B	11933 S COTTAGEFIELD PL
28301310020000	72D	11943 S COTTAGEFIELD PL
28301310030000	72C	11947 S COTTAGEFIELD PL
28301310040000	75C	11936 S COTTAGE VIEW LN
28301310050000	75D	11942 S COTTAGE VIEW LN
28301310060000	74B	11948 S COTTAGE VIEW LN

EXHIBIT B

(Bylaws)

**BYLAWS OF
THE COTTAGES ON KIMBALL'S LANE HOMEOWNERS' ASSOCIATION**

**A Utah Nonprofit Corporation
[Revised 2023]**

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act, the Members of The Cottages on Kimball's Lane Homeowners' Association, a Utah nonprofit corporation, hereby adopts the following Bylaws for such nonprofit corporation. The effective date of these Bylaws shall be the date these Bylaws are recorded in the office of the Salt Lake County Recorder.

**ARTICLE I
NAME AND PRINCIPAL OFFICE**

1.01 Name. The name of the nonprofit corporation is The Cottages on Kimball's Lane Homeowners' Association, hereinafter referred to as the "Association".

1.02 Offices. The principal office of the Association shall be that as identified for the Association with the Utah Division of Corporation or the Utah Department of Commerce. If no principal address is filed with the State of Utah, then the Association's principal office shall be the Association's club house located at 11816 Cottage View Lane, Draper, Utah 84020.

**ARTICLE II
DEFINITIONS**

2.01 Definitions. Except as otherwise provided herein or as may be required by the context, all terms defined in the Declaration of Covenants, Conditions and Restrictions of The Cottages on Kimball's Lane, a PUD, shall have such defined meanings when used in these Bylaws. Any reference to the term "Trustee" or "Trustees" in the Declaration or the Articles of Incorporation of the Association shall be deemed to refer to "Director" or "Directors" as the context may require, consistent with the terminology used in the Utah Revised Nonprofit Corporation Act. The term "Restated Declaration" shall refer to the most recently recorded version of the "Declaration."

**ARTICLE III
MEMBERS AND VOTING RIGHTS**

3.01 Annual Meeting. The annual meeting of Members shall be held at least once each calendar year, the specific date, time, and place thereof to be fixed by the Board of Directors for the purpose of transacting such business as may come before the meeting. The election of Directors will be conducted by balloting of the Members in advance of the annual meeting with ballots delivered to each home or electronically accessible to each Member of the Association (one ballot per household).

3.02 Special Meetings. Special meetings of the Members may be called by the Board of Directors, the President, or upon the written request of Members holding not less than ten percent (10%) of the voting power of the Members of Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board of Directors or the President

3.03 Place of Meetings. The Board of Directors may designate any place in Salt Lake County, Utah, as the place of meeting for any annual meeting or for any special meeting called by the Board. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the Clubhouse on the property of the Association.

3.04 Notice of Meetings. The Board of Directors shall cause written or printed notice of the time, place and purposes of all meetings of the Members (whether annual or special) to be delivered, not more than fifty (50) nor less than ten (10) days prior to the meeting to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at his registered address, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Unit address shall be deemed to be his registered address for purposes of notice hereunder.

3.05 Members of Record. Upon purchasing a Lot in the Property, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Lot has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining Members entitled to notice of or to vote by ballot or at any meeting of the members, or any adjournment thereof, the Board of Directors may designate a record date, which shall not be more than fifty (50) nor less than ten (10) days prior to the meeting, for determining Members entitled to notice of or to vote at any meeting of the Members. If no record date is designated, the date on which a ballot or notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote by ballot or at the meeting. The persons or entities appearing in the records of the Association on such record date as the owners of record of each Lot in the Property shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members.

3.06 Quorum. The presence in person or by proxy of the Members possessing sufficient votes to constitute 51% of the votes of all Members shall constitute a quorum, and such members present in person or by proxy shall constitute the members entitled to vote upon any issue presented at a meeting at which a quorum is present. A majority of votes entitled to be cast by such Members present in person or by proxy shall be sufficient to make decisions binding on all owners, unless a different number or method of voting is expressly required by statute or by the Restated Declaration, the Articles of Incorporation of the Association, or these Bylaws. If a quorum is not present at any meeting of the members, a majority of the Members present may adjourn the meeting from time to time without further notice.

3.07 Balloting. Balloting is required to 1) elect new members to the Board of Directors; 2) change these Bylaws or the Restated Declaration; 3) approve more than a 15% increase in an annual assessment; or 4) levy a special assessment other than those specified in the Restated Declaration. Balloting is conducted by mailing a printed ballot to each Member of record at the Member's registered address or by making a ballot electronically accessible to each Member of record. Either method must ensure that no more than one ballot is cast per Lot by the Member of record.

3.08 Ballot Count. When balloting occurs to elect members to the Board of Directors or to changes these Bylaws or the Restated Declaration, fifty-one percent (51%) of the Members (at least 64 lots) must return a ballot to satisfy the quorum requirement for a vote to be considered valid and binding.

(a) When the vote is deemed valid and binding, the election of new members to the Board of Directors is decided by a simple majority of the ballots cast (at least 32 votes). In the case of balloting to elect more than one Board member, the Directors are elected by a plurality of the votes cast, meaning that the candidates receiving the most votes for positions available are elected.

(b) When balloting occurs to change these Bylaws or the Restated Declaration, to approve more than a 15% increase in an annual assessment, to transfer property rights as specified in the Restated Declaration or to levy a special assessment other than those specified in the Restated Declaration, sixty-seven percent (67%) of the Members (at least 84 Lots) must return an affirmative vote for the vote to pass.

3.09 No Valid Vote. If a balloting process is not valid and binding or the decision from a valid and binding vote is tied, a new balloting process shall be required. If there is no binding vote after three consecutive ballots, the Board of Directors may call a special meeting for the purpose of deciding or retiring the issue in accordance with 3.06 above.

3.10 Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member himself or by his attorney thereunto duly authorized in writing. If a membership is jointly held, the instrument authorizing a proxy to act must have been executed in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.11 Votes. With respect to each matter submitted to a vote of the Members, each Member entitled to vote shall have the right to cast, by ballot, in person or by proxy, the vote appertaining to the Lot of each Member, as set forth in the Restated Declaration. The affirmative vote of a majority of the ballots or votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles of Incorporation, the Restated Declaration, these Bylaws or Utah law.

If a membership is jointly held, all or any holders thereof may attend each meeting of the Members, but such holders must act unanimously to cast ballots or votes relating to their joint Membership.

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

3.13 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

ARTICLE IV BOARD OF DIRECTORS

4.01 General Powers. The Property, affairs, and business of the Association shall be managed by its Board of Directors. The Board of Directors may exercise all of the powers of the Association, whether derived from law or from the Articles of Incorporation, except such powers as are by law, by the Articles of Incorporation, by these Bylaws, or by the Restated Declaration vested solely in the Members. The Board of Directors may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.

4.02 Number, Tenure and Qualifications. The number of Directors of the Association shall be Seven (7) as of the effective date of these Bylaws. Directors must be Members of the Association and serve for Three (3) years unless a Director is appointed by the Board to fill a vacancy occurring during a term. Each year thereafter, the Members shall elect for a term of Three (3) years Directors to fill the vacancies created by the expiring term of the Directors. Each Director shall hold office until his successor shall have been elected or appointed and qualified.

4.03 Election of Directors. Candidates for election to the Board of Directors can be nominated by a Member of the Association, subject to the candidate's willingness to appear on the ballot and serve if elected. All candidates shall be current Members of the Association in good standing. Directors shall be elected by the balloting described in these Bylaws.

4.04 Regular Meetings. The Board of Directors may provide by resolution the time and place for holding of the annual meeting of the Members and the regular meetings of the Board of Directors.

4.05 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of any Director. The person or persons authorized to call special meetings of the Board of Directors may fix any place, within or without the State of Utah, as the place for holding any special meeting of the Board of Directors called by such person or persons. Notice of any special meeting shall be given at least ten (10) days prior thereto by written notice delivered personally, or mailed to each Director at his registered address. If mailed, such notice

shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. Any Director may waive notice of a meeting.

4.06 Quorum and Manner of Acting. A majority of the then authorized number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. The Directors shall act only as a Board, and individual Directors shall have no powers as such.

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

4.08 Resignation and Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board of Directors. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed at any time, for or without cause, by the affirmative vote of sixty-seven percent (67%) of the voting power of the Members of the Association by a balloting process or at a special meeting of the Members duly called and noticed for such purpose.

4.09 Required Participation. A Director shall participate in the required meetings called to conduct the business of the Association. A Director failing to attend two or more consecutive regular meetings may, after due consideration of and notification to the absent Director by the remaining Directors then in office, be considered to have resigned their office, thereby creating a vacancy for the unexpired term.

4.10 Vacancies and Newly Created Directorships. If vacancies shall occur in the Board of Directors by reason of the death, resignation or disqualification of a Director, or if the authorized member of Directors shall be increased, the Directors then in office shall continue to act, and such vacancies or newly created Directorships shall be filled by a vote of the Directors then in office, though less than a quorum, in any way approved by such Directors at the meeting. Any vacancy in the Board of Directors occurring by reason of removal of a Director by the Members may be filled by election at the meeting at which such Director is removed. Any Director elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Directorship, as the case may be.

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

ARTICLE V OFFICERS

5.01 Officers. The officers of the Association shall be a President, Vice President, Secretary, Treasurer and such other office1;s as may om time to time be appointed by the Board of Directors.

5.02 Election, Tenure and Qualifications. The officers of the Association shall be chosen by the Board of Directors annually at the first regular meeting of the Board of Directors following the annual meeting of the Members. Each such officer shall hold his office until the close of the annual meeting of the Members and until his successor shall have been chosen and qualified, or until his death, or until his resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices, except that the President may not also be the Secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The President, Vice President, Secretary and Treasurer shall be and remain Directors of the Association during the entire term of their respective offices. No other officers are required to be Directors.

5.03 Subordinate Officers. The Board of Directors may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine. The Board of Directors may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate officers need not be Members or Directors of the Association.

5.04 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or to the Board of Directors. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by a majority of the Board of Directors at any time, for or without cause.

5.05 Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Directors at any regular or special meeting.

5.06 The President. The President shall be the chief executive officer of the Association and shall exercise general supervision over its property and affairs. The President shall preside at meetings of the Board of Directors and at meetings of the Members. The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that the Board of Directors may require. The President shall be invited to attend meetings of each committee.

5.07 The Vice President. The Vice President shall act in the place and stead of the President in the event of the President's absence or inability or refusal to act, and shall exercise

and discharge such other duties as may be required of the Vice President by the Board of Directors.

5.08 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Restated Declaration, or any resolution of the Board of Directors may require the Secretary to keep. The Secretary shall also act in the place and stead of the President in the event of both the President's and the Vice President's absence or inability or refusal to act. The Secretary shall perform such other duties as the Board of Directors may require.

5.09 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Directors, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Board of Directors. The Treasurer shall perform such other duties as the Board of Directors may require.

5.10 Compensation. No officer shall receive compensation for any services that may be rendered to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of duties as an officer to the extent such expenses are approved by the Board of Directors and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in the capacity as an officer.

ARTICLE VI COMMITTEES

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

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

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

members of any committee designated by the Board of Directors hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

6.04 Resignation and Removal. Any member of any committee designated hereunder by the Board of Directors may resign at any time by delivering a written resignation to the President, the Board of Directors, or the presiding officer of that committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Directors may at any time, for or without cause, remove any member of any committee designated by it hereunder.

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

ARTICLE VII INDEMNIFICATION

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

7.02 Indemnification: Association Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director or officer of the Association or serving on a committee of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorney's fees) actually and reasonably incurred in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or

willful misconduct in the performance of his or her duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

7.03 Determinations. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 7.01 or 7.02 hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Sections 7.01 or 7.02 hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Sections 7.01 or 7.02 hereof. Such determination shall be made either (i) by the Board of Directors by a majority vote of disinterested Directors or (ii) by independent legal counsel in a written opinion, or (iii) by the Members by the affirmative vote of at least sixty-seven percent (67%) of the voting power of the Members of the Association at any meeting duly called for such purpose.

7.04 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceedings as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board of Directors and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts if it is ultimately determined that he is not entitled to be indemnified by the Association as authorized by this Article or otherwise.

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

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

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

**ARTICLE VIII
FISCAL YEAR**

8.01 Fiscal Year. The fiscal year of the Association shall begin on the first day of January each year and end on the 31st day of December next following, except that the first fiscal year began on the date of incorporation.

**ARTICLE IX
RULES AND REGULATIONS**

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

**ARTICLE X
AMENDMENTS**

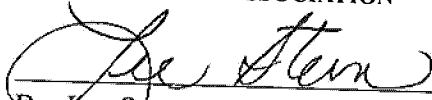
10.01 Amendments. Except as otherwise provided by law, by the Articles of Incorporation, by the Restated Declaration, or by these Bylaws, these Bylaws may be amended, altered, or repealed and new Bylaws may be made and adopted by the Members upon the affirmative vote by ballot of at least sixty-seven percent (67%) of the voting power of the Members of the Association or at the regular annual meeting of the Members or at a special meeting of the Members. The amendment shall be effective upon its recordation with the Salt Lake County Recorder's office.

[INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned officer of the Association executes Bylaws and certifies that the necessary votes, approvals, or consents of at least fifty-one (51%) of the Members of the Association were obtained to approve these Bylaws.


Dated this 1 day of December, 2023.

**THE COTTAGES ON KIMBALL'S LANE
HOMEOWNERS' ASSOCIATION**


By: Lee Stern
Its: President

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On this 1 day of December, 2023, before me personally appeared Lee Stern who acknowledged before me that she executed the foregoing document on behalf of the Association and for its stated purpose.


Notary Public

