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SECOND AMENDED AND RESTATED SUPPLEMENTAL DECLARATION

for

SIENNA HILLS II

A VILLAGE AT COPPER RIM

WITH A VILLAGE SUB-ASSOCIATION

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This SECOND AMENDED AND RESTATED SUPPLEMENTAL DECLARATION FOR SIENNA HILLS II, A VILLAGE AT COPPER RIM ("Declaration") is effective when recorded in the office of the Salt Lake County Recorder by the LENNAR HOMES OF UTAH, LLC, a Delaware limited liability company, ("Declarant").

RECITALS

- A. The real property situated in Salt Lake County, Utah, described in Exhibit A, attached to and incorporated in this Declaration by reference, is hereby submitted, together with all buildings and improvements previously, now, or hereafter constructed on the property, and all easements and rights appurtenant thereto, to a residential planned unit development consisting of single family and multi-family lots and related common areas pursuant to Utah Code Ann. § 57-8a-101 et seq. that shall be known as Sienna Hills II, a Village at Copper Rim ("Village Project") through this Declaration.
- B. The Village Project is also subject to the MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR COPPER RIM, which was recorded with the Salt Lake County Recorder on August 25, 2020 as Entry Number 13372970 ("Master Declaration") by CW Copper Rim 1, LLC, a Utah limited liability company ("Master Declarant").
- C. Declarant is Lennar Homes of Utah, LLC. Declarant and Millrose Properties Utah, LLC, a Utah limited liability company ("Millrose"), are the owners of the real property subject to this Declaration ("Village Parcel"). By signing this Declaration, Declarant and Millrose are subjecting the Village Parcel to the terms, covenants, and restrictions contained herein. Millrose joins in this Declaration for the purpose of consenting to the terms hereof and, without limiting the foregoing, so as to cause that portion of the Village Parcel presently owned by Millrose to be subjected to the terms of this Declaration and made a part of the Village Project.
- D. Declarant and Millrose hereby desire to establish for the mutual benefit of all future Owners and Residents, certain covenants, conditions, restrictions, easements, rights, privileges, assessments and liens as set forth herein (collectively the "Restrictions"), which shall run with and be a burden upon the Village Parcel.
- E. Declarant and Millrose intend that the real property within the Village Parcel shall be held, sold, and conveyed subject to the Restrictions in this Declaration, which: (1) are for the purpose of protecting the value, desirability, attractiveness, and character of the Village Project; (2) shall run with the land; (3) shall be binding upon all Owners, Residents, Mortgagees, and all other persons hereafter acquiring any interest in the Project; and (4) shall inure to the benefit of all parties having any right, title, or interest in any part of the Village Project, and their successors and assigns.
- F. Declarant explicitly reserves for itself the option in the future to expand the Village Project. This Declaration shall apply to such additional real property as may be hereafter annexed into the Village Project as set forth below. For the avoidance of any doubt, Millrose hereby consents to the reservation and establishment of the various declarant and development rights described herein with respect to any portion of the Village Parcel now owned by Millrose. Millrose is not a "Declarant" for any purpose under this Declaration, however, unless and until an express assignment of Declarant's rights in favor of Millrose from Declarant is recorded.
- G. Capitalized terms used in this Declaration and not otherwise defined in the Declaration shall have the same meanings given to such terms in the Master Declaration.

DECLARATION

NOW, THEREFORE, Declarant hereby, with permission of Millrose and the Master Declarant (as evidenced by Master Declarant's signature hereto), declares, covenants, and agrees that the real property within the Village Project is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied, and enjoyed subject to the following covenants, conditions, and restrictions. These covenants, conditions, and restrictions are in furtherance of, and the same shall constitute a general plan for the ownership, improvement,

sale, use, and occupancy of the Village Project; they are also in furtherance of and designed to accomplish the desires, intentions, and purposes set forth in the recitals above.

ARTICLE I. DEFINITIONS

1.1. **Act** shall mean the Utah Community Association Act, codified beginning at §57-8a-101, Utah Code Annotated, as the same may be amended from time to time.

1.2. **Additional Land** shall mean, without limitation, any parcel of land that is annexed into the Village Project in accordance with the provisions outlined in this Declaration.

1.3. **Articles** shall mean the Articles of Incorporation for the Association, as amended and restated from time to time.

1.4. **Annual Village Assessments** shall mean the regular annual assessments levied by the Board with respect to the Village Project pursuant to Section 7.2.

1.5. **Association** shall mean and refer to Sienna Hills II Homeowners Association, Inc. a Utah nonprofit corporation.

1.6. **Board** or **Board of Directors** shall mean and refer to the Board of Directors of the Association as duly elected in accordance with the terms and conditions of the Declaration, Articles, and Bylaws. The Board is the governing body of the Association.

1.7. **Board Member** shall mean a duly qualified and elected or appointed individual member of the Board of Directors of the Association.

1.8. **Bylaws** shall mean the Bylaws of the Association as the same may be amended from time to time.

1.9. **Common Expenses** shall mean all sums lawfully assessed against the Owners for expenses of administration, maintenance, management, operation, repair, and replacement of the Village Common Areas; expenses agreed upon as common expenses by the Association or its Board of Directors; expenses declared common expenses by the Declaration or the Master Declaration; expenses levied against the Village Owners by the Master Association for its allocated portion of the Master Association's common expenses, if any; expenses lawfully levied against the Association by the Master Association, if any; and any other charges incurred by the Association or the Board necessary for the common benefit of the Owners.

1.10. **Declarant** shall mean Lennar Homes of Utah, LLC, a Delaware limited liability company, and any successor in interest.

1.11. **Declaration** shall mean and refer to this Supplemental Declaration of Covenants, Conditions, and Restrictions for Sienna Hills II, a Village at Copper Rim, as may be amended from time to time.

1.12. **Design Guidelines** shall mean and refer to those requirements governing the location, color, materials, and architectural design of dwellings, structures, and improvements within the Village Project whether imposed by the Association or Master Association.

1.13. **Governing Documents** shall mean the Declaration, Articles, Bylaws, Village Rules, and Design Guidelines.

1.14. **Lot** shall mean and refer to each of the individual lots within the Village Project with the exception of the Village Common Areas, whether the lots are identified as such on the

Plat or not. Reference to a Lot shall include reference to the Residence and other improvements constructed thereupon where the context allows.

1.15. **Manager** shall mean a person, persons, or entity, if any, selected by the Board to manage the affairs of the Association and Village Project.

1.16. **Master Association** shall mean and refer to the Copper Rim Master Association, Inc., a Utah nonprofit corporation.

1.17. **Master Declarant** shall mean and refer to CW Copper Rim 1, LLC, a Utah limited liability company.

1.18. **Master Declaration** shall mean and refer to the MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATIONS OF EASEMENTS FOR COPPER RIM, which was recorded with the Salt Lake County Recorder on August 25, 2020 as Entry Number 13372970, as the same is amended and supplemented from time to time.

1.19. **Master Project** shall refer to Copper Rim master planned development made subject to the Master Declaration.

1.20. **Mortgage** shall mean and refer to a mortgage, deed of trust, or trust deed or the act of encumbering any Lot or any property by a mortgage, trust deed, or deed of trust.

1.21. **Mortgagee** shall mean and refer to any person or entity named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

1.22. **Period of Declarant Control** shall mean and refer to a period of time commencing on the date this Declaration is recorded and terminating on the occurrence of the earliest of the following events: (1) the date on which all of the Lots have been conveyed to purchasers, evidenced by a written statement from the Declarant, including Lots that may be included within the Additional Land, regardless of whether such Additional Land has been added to the Project; or (2) the Declarant executes and records a written document that terminates the Period of Declarant Control.

1.23. **Person** shall mean and refer to a natural individual, corporation, business entity, estate, partnership, trustee, association, joint venture, government, governmental subdivision, or agency or other legal entity capable of holding title to real property.

1.24. **Plat** shall mean all of the official subdivision plats of Sienna Hills II, filed and recorded in the official records of the Salt Lake County Recorder's Office.

1.25. **Proceeding** shall mean and refer to a lawsuit, arbitration, mediation, or an administrative or governmental proceeding.

1.26. **Residence** shall mean and refer to a residential structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the Lot which are used in connection with such Residence. The Residence shall include, without limitation, interior and exterior components, the attached garage, any mechanical equipment located outside said Residence but designed to serve only that Residence, and all utility lines or installations serving only the Residence. There are both attached and detached Residences within the Village Project.

1.27. **Restrictions** shall mean the covenants, conditions, assessments, easements, liens, and restrictions set forth in this Declaration.

1.28. **Supplemental Declaration** shall mean a written instrument recorded in the records of the Salt Lake County Recorder, which refers to this Declaration and which amends, modifies, or supplements this Declaration in accordance with its terms.

1.29. **Village Assessment(s)** means and refers to an Annual Village Assessment, Village Special Assessment, Village Individual Assessment, Village Special Use Fee, or any other fees, fines, or charges assessed by the Board pursuant to this Declaration with respect to the Village Project.

1.30. **Village Assessment Lien** shall mean and refer to the lien created and imposed by Section 7.1.

1.31. **Village Common Areas** shall mean the following, to the extent located within the Village Parcel and intended for the exclusive use and enjoyment of the Village Owners and Village Residents: all roadway improvements within the Village Project shown on the Plat as private roads and which are not accepted for dedication by a municipal authority; main sewer and water utility lines that are not accepted for dedication by a municipal authority which run under the private roads; all land, and the improvements situated thereon, within the Village Project that Declarant designates as common areas on the Plat or other recorded instrument and other real property which the Association now or hereafter owns in fee for the benefit of Village Owners for as long as the Association is the owner of the fee, which may include, without obligation or limitation, signs or monuments, walkways, landscaped areas, street signage, lighting detached from any Residence, sidewalks, recreational amenities, and other similar improvements; and any real property or improvements within the Village Project that the Association has the obligation to maintain, repair, or replace for the common benefit of the Village Owners, as the Board shall determine in its sole and exclusive discretion, including, without limitation, all utility and service lines, systems and similar improvements, whether public or private-company owned, intended to serve more than one Lot regardless if located within the boundaries of a Lot.

1.32. **Village Individual Assessment** shall mean and refer to any assessment levied and assessed as set forth in Section 7.5.

1.33. **Village Limited Common Area** shall mean the Village Common Area reserved for the use and benefit of a designated Lot or Residence to the exclusion of other residents or Lots. Village Limited Common Area is set forth on the Plat. The right to the exclusive use of the Village Limited Common Area shall be appurtenant to each respective Lot and may not be severed from the ownership of the Lot. All installations or modifications of Village Limited Common Areas shall be approved by the Association and shall be subject to the provisions in this Declaration and the Design Guidelines. The Board shall have the power and discretion to determine the maintenance responsibility of the Village Limited Common Area, and the Village Limited Common Area boundaries if the Governing Documents are found ambiguous.

1.34. **Village Member** shall mean and refer to a Village Owner.

1.35. **Village Owner** shall mean and refer to the record owner, whether one or more Persons, of a fee simple title to any Lot within the Village Project, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

1.36. **Village Parcel** as hereinbefore defined shall mean and refer to the real property legally described in Exhibit A.

1.37. **Village Project** as hereinbefore defined shall at any point in time mean, refer to Sienna Hills II and shall include the Village Parcel, together with the buildings, improvements, and permanent fixtures located thereon, and all easements and rights appurtenant thereto.

1.38. **Village Resident** shall mean and refer to (a) any tenant or lessee of a Village Owner actually residing on any Lot, and (b) the members of the immediate family of each Village Owner, lessee, and tenant actually living in the same household with such Village Owner, lessee, or tenant. Subject to such Village Rules as the Board may specify (including the imposition of special nonresident fees for use of Village Common Areas if the Association shall so direct), the term Village Resident also shall include onsite guests or invitees of any such Village Owner, lessee, or tenant, if and to the extent the Board in its absolute discretion by resolution so directs.

1.39. **Village Rules** shall mean and refer to the rules, resolutions, regulations, policies, architectural guidelines, etc. adopted by the Board pursuant to this Declaration.

1.40. **Village Special Assessment** shall mean and refer to any assessment levied and assessed with respect to any of the Village Project pursuant to Section 7.3.

1.41. **Village Special Use Fees** shall mean and refer to any fees charged by the Association for the use of the Village Common Areas.

ARTICLE II. PROJECT DESCRIPTION

2.1. **Submission**. The Declarant hereby confirms that the Village Parcel described with particularity on Exhibit A attached hereto and incorporated herein by this reference is hereby submitted to the Act. The Declarant hereby declares that the Village Project and all of the Lots shall be held, conveyed, transferred, sold, mortgaged, encumbered, occupied, used, and improved subject to the Master Declaration and this Declaration. This Declaration shall be deemed a "Supplemental Declaration" pursuant to the terms and condition of the Master Declaration and is a subsidiary and supplemental to the Master Declaration, and Village Parcel is a "Village" within the meaning of the Master Declaration. This Declaration shall constitute covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Declarant, the Association, the Master Association, and each Village Owner, including their respective heirs, successors, and assigns.

2.2. **Name**. The Village Project, as submitted to the provisions of this Declaration, shall be known as Sienna Hills II. The Village Project is not a cooperative.

2.3. **Description of Improvements**. The improvements contained in the Village Project will be located upon the Village Parcel. The major improvements contained in the Village Project will include Lots, each containing a single Residence thereon. Some Lots will contain an attached Residence, other Lots will contain a detached Residence. Other Lots or Village Common Areas may be added as reserved by the Declarant upon Additional Land. There are also Village Common Areas and Village Limited Common Areas as further provided herein, along with other improvements detailed on the Plat. All improvements have been and shall continue to be constructed in a style and of materials architecturally compatible with the other improvements at the Village Project. The Lots, their locations, and approximate dimensions are indicated on the respective Plats.

2.4. **Common Areas**. The Village Common Areas of the Village Project shall be as identified on the Plats and as defined in Article 1 above.

2.5. **Master Association**. It is intended that the Village Project and the Village Members will be subject to the Master Declaration and be members of the Master Association.

2.6. **Expansion of Project**. The Village Project may be expanded by the Declarant in accordance with the provisions of Article XII to include other Lots and Residences, and Village Common Areas.

2.7. **Incorporation of Recitals**. The Recitals above are incorporated into and are a part of this Declaration.

ARTICLE III. LAND USE CLASSIFICATIONS

3.1. **Land Use Classifications**. Single-family Residences are the permitted residential land use classification within the Village Parcel.

ARTICLE IV. VILLAGE COMMON AREAS; EASEMENTS

4.1. **Conveyance of Village Common Areas**. Following recordation of this Declaration, Declarant shall convey the Village Common Areas to the Association.

4.2. **Easement of Enjoyment**. Each Village Owner shall have a right and easement of use and enjoyment in and to the Village Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Village Owners may delegate the right and easement of use and enjoyment described herein to any Village Residents. The foregoing grants and rights are subject to the following

4.3. **Limitation on Easement**. A Village Member's right and easement for the use and enjoyment of the Village Common Areas shall be subject to the following: limitations:

1) The right of the Association to impose reasonable limitations on the number of guests or invitees per Village Owner or Village Resident who at any given time are permitted to use the Village Common Areas.

2) The right of the Association to suspend voting rights for any period during which any Village Assessment against his Lot remains unpaid, for a period not to exceed 60 days for any infraction of this Declaration or the Village Rules; and for successive 60-day periods if any such infractions are not corrected during any preceding 60 day suspension period.

3) The right of the Association to regulate the use of the Village Common Areas through Village Rules and to prohibit access to those Village Common Areas such as landscaped areas not intended for use by the Village Owners or Village Residents.

4) The right of the Association to dedicate or transfer all or any part of the Village Common Areas, and any sewer, water and storm drain lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. During the Period of Declarant Control, any such dedication or transfer may take place in the sole discretion of the Declarant without any assent from the Village Owners. Following the Period of Declarant Control, any such dedication or transfer must be assented to by two-thirds (2/3) of the Village Owners.

5) The right of Salt Lake County and any other governmental or quasi-governmental body having jurisdiction over the Village Project to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Village Project for purposes of providing police and fire protection,

transporting school children, and providing any other governmental or municipal service.

4.4. **Master Association Easement.** The Master Association, its Board, Manager, employees, agents, and contractors shall have non-exclusive easements to access and use the Village Common Areas to perform their duties as required under the Master Declaration. The Master Association, its Board, Manager, employees, agents, and contractors shall also have non-exclusive easements to the Lots and Residences as needed to perform its duties and obligations under this Declaration and the Master Declaration. Residents within the Master Project shall have a non-exclusive easement for ingress and egress purposes as needed to access their lots, residences, and any common areas of the Master Association.

4.5. **Easement for Utility Services.** The Village Project is subject to a blanket easement over, across, above, and under it for ingress, egress, installation, maintenance, repair, and replacement of utilities. Utilities include, without limitation, water, sewer, gas, telephone, electricity, data, video, and cable.

4.6. **Easements for Encroachments.** If any portion of the Village Common Areas structure or improvement encroaches upon any Lot, or if any structure or improvement of a Lot encroaches upon any other Lot or the Village Common Area as a result of the manner in which the improvements were initially approved and constructed or due to settling, shifting, alteration, replacement, repair, or restoration by the Association, a valid easement for encroachment and maintenance of such encroachment, shall exist for the life of the improvement or structure.

4.7. **Compliance with Restrictions and Rules.** Each Village Owner and Village Resident shall comply with the Restrictions imposed by this Declaration and shall fully and faithfully comply with the Village Rules.

ARTICLE V. THE ASSOCIATION

5.1. **Association Rights and Powers.** The Association shall have such rights and powers as are set forth in this Declaration, which shall include all rights and powers as may be reasonably necessary in order to affect the purposes of the Association as set forth in this Declaration.

5.2. **Maintenance.**

1) **By Association.**

a) The Association shall maintain, repair, and replace, and otherwise manage all Village Common Areas and the improvements thereupon.

b) The Association shall have no duty or obligation to maintain, repair, or replace the Residences and their respective Lots.

c) The Board shall use a reasonably high standard of care in providing for the repair, management, and maintenance of the Village Common Areas, but the Board shall be the sole judge as to the appropriate maintenance of all such areas. The Village Common Areas shall be used at the risk of the user, and Declarant and the Association shall not be liable to any Person for any claim, damage, or injury occurring thereon or related to the use thereof.

2) **By Village Owners.** Each Village Owner shall have the obligation to provide exterior and interior maintenance of his/her Lot and Residence, whether detached or attached, which include, without limitation, foundations, roofs, exterior walls

and surfaces, soffits, fascia, gutters, downspouts, windows, garage doors, exterior doors and trim, driveways, patios, porches, stoops, stairways, railings, and utility lines that solely service the Lot or Residence, as well as all interior improvements. Village Owners shall also be responsible for all landscaping on their Lots and to maintain, repair, and replace any fences located on their Lot. The cost and responsibility to maintain, repair, and replace any portion of such fence, which serves, benefits, or bounds only one Lot shall be borne exclusively by the Village Owner bounded thereby. When such fences serve, benefit, or otherwise mark a boundary of two or more Lots, the responsibility and cost to maintain, repair, and replace the shared portion of such fences shall be borne equally by all Village Owners bounded thereby. Village Owner required maintenance shall be performed pursuant to the requirements of this Declaration, Village Rules, and any Design Guidelines. The Association shall have the power and authority without liability to any Village Owner for trespass, damage, or otherwise, to enter upon any Lot for the purpose of maintaining and repairing such Lot or any improvement thereon (including a Residence); but only if the Village Owner fails to maintain and repair such Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of this Declaration or any Village Rules or Design Guidelines. All costs incurred by the Association may be added to and become part of the Village Assessment appurtenant to the Lot and shall be secured by a Village Assessment Lien.

3) Maintenance Allocation Chart. A maintenance allocation chart has been attached hereto as Exhibit C, which further defines and clarifies Association and Village Owners' maintenance, repair, and replacement responsibilities. If there is a conflict between the maintenance allocations described in this Article VII and Exhibit C, then the Board's determination shall control.

4) Maintenance Costs. If the need for maintenance or repair of Village Common Areas, structures, or other property maintained by the Association is caused by the intentional or negligent act of any Village Owner or any Village Resident, the cost of such maintenance or repairs may be added to and become part of the Village Assessment to which such Village Owner and the Village Owner's Lot is subject and shall be secured by the Village Assessment Lien.

5) Private Road and Wet Utility Costs. The maintenance, repair, and replacement expenses relating to the private roads and wet utility lines running under or adjacent thereto that are not accepted for dedication by a municipal authority shall be allocated to Lots that benefit from the direct use of a private road or private wet utility line. For example, it is anticipated that the private roads will include an alleyway road allowing the residents of the attached Residences access to their garage. The costs incurred by the Association for the maintenance, repair, and replacement of all such private roads (and their underlying wet utility lines) shall be allocated equally to all Lots that utilize a private road (and private wet utility line) for such access, as determined by the Board. These costs shall be allocated by the Association as a Village Individual Assessment as provided in Section 7.5.

6) Wet Utility Usage Expense. It is anticipated that all Lots running along public streets will have their own water meter. These Lots shall be responsible for their own water and sewer usage. It is also anticipated that there will be a single water meter for the usage of all Lots running along a private road. Any water or sewer usage fees or charges not billed directly by a utility company to an Owner shall be paid by the Association who will allocate such costs equally to those Lots using the water meter or

sewer line in the discretion of the Board. These costs shall be allocated by the Association as a Village Individual Assessment as provided in Section 7.5.

7) Other Services. In the sole discretion of the Board, the Association may provide or contract for such services to be of benefit to the Village Project, including, without limitation, garbage/trash removal services for all Lots.

5.4. Insurance. The Board shall obtain insurance as required in this Declaration, the Act, or other applicable laws. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of, or in addition to, embedded, included coverage, or endorsements to other policies. Insurance premiums and other insurance expenses that are specific to the Village Parcel shall be paid through Village Assessments.

1) Property Insurance. The Association shall maintain a blanket policy of property insurance covering the Village Common Areas and all buildings containing attached Residences, including all permanent fixtures and building services equipment as provided in the Act. Property insurance for the detached Residences shall be maintained by the Village Owners thereof at their sole expense. The Association may maintain broader coverage if afforded by the insurance contract.

a) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the attached Residences or otherwise permanently part of or affixed to the Village Common Areas or attached Residences, including, without limitation, floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, wall coverings, and windows.

b) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.

c) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

d) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a "Guaranteed Replacement Cost Endorsement" under which the insurer agrees to replace the insurable property regardless of the cost; and (2) a "Replacement Cost Endorsement" under which the insurer agrees to pay up to one hundred percent (100%) of the property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an "Agreed Amount Endorsement" which must waive or eliminate the requirement for coinsurance.

e) Each property policy that the Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement," if available, (ii) "Building Ordinance or Law Endorsement," (the endorsement

must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction), and (iii) "Equipment Breakdown" if the Village Project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installation, which shall provide that the insurer's minimum liability per accident at least equals the lesser of two million dollars (\$2,000,000) or the insurable value of the building containing the equipment.

f) The costs of the property insurance for the Village Common Areas shall be allocated as a Village Assessment.

g) The costs of the property insurance for the attached Residences shall be allocated as a Village Individual Assessment to the attached Residences only as provided in Section 7.5.

h) If a loss occurs to an attached Residence that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of a Village Owner then the Association's policy provides primary insurance coverage, and: (i) the Village Owner is responsible for the Association's policy deductible; and (ii) the Village Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible.

i) The Association shall provide notice to each Village Owner of an attached Residence of the Village Owner's obligation under Subsection (h) above for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Village Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.

j) If, in the exercise of its business judgment, the Board determines that a claim is likely not to exceed the Association's policy deductible: (i) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (ii) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (iii) the Association need not tender the claim to the Association's insurer.

k) The Association shall have no obligation to obtain or maintain any insurance covering Village Owners' personal property and each Village Owner shall be responsible for obtaining and maintaining such personal property insurance.

l) The Master Association shall not have any obligation to maintain any insurance covering the Residences, Lots, or any Village Common Areas. Such responsibility shall fall entirely on the Association.

2) Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Village Owners, against liability incident to the use, ownership or maintenance of the Village Common Areas or membership in the Association. The

coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence.

3) Named Insured. The named insured under any policy of insurance shall be the Association.

4) Right to Negotiate All Claims & Losses & Receive Proceeds. The Association is hereby irrevocably appointed and authorized by the Village Owners to adjust all claims arising under insurance policies purchased by the Association with respect to the Village Project and its activities under this Declaration and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The Board has full and complete power to act for the Association in this regard and may, at its discretion, appoint an authorized representative or committee, or enter into an insurance trust agreement wherein the trustee shall have authority to negotiate losses under any policy purchased by the Association. All proceeds from insurance acquired by the Association pursuant to this Section 5.4 shall be payable to the Association. Any proceeds resulting from damage to the Village Common Areas shall be used to repair the damage, unless otherwise approved by a majority of the Village Owners who are voting at a meeting called for such purpose. Any excess proceeds may be retained by the Association as reserves or to reduce future Village Assessments or, if distributed to the Village Members, such proceeds shall be distributed to them and their Mortgagees as their interests may appear at a uniform rate.

5.5. Village Rules. The Board shall have the authority to adopt and establish Village Rules as it may deem necessary for the maintenance, operation, management, and control of the Village Project. The Village Rules may restrict and govern the use of the Village Common Areas by any Village Owner or Village Resident or by their respective family members, invitees, or tenants. The Village Rules may not be inconsistent with this Declaration, the Articles, or Bylaws. Upon adoption, the Village Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. The Board may from time to time alter, amend, and repeal such Village Rules and use their best efforts to see that they are strictly observed by all Village Owners and Village Residents. Village Owners and Village Residents are responsible to ensure that their family members, guests, and invitees strictly observe the Village Rules then in effect as well as the covenants and restrictions of the Declaration and shall be jointly and severally liable for their violations and resulting fines. During the Period of Declarant Control, Village Rules and Design Guidelines may be adopted without being subject to the requirements of Utah Code §57-8a-217.

5.6. Right of Entry and Inspection. The Association, acting through the Board or its duly authorized agent, shall have the right during reasonable hours and upon reasonable notice of at least 48 hours to enter upon any Lot on the areas located outside the exterior boundaries of a Residence, without trespass, and regardless of whether or not the Village Owner or Resident thereof is present at the time, to abate any infractions, to fulfill its responsibilities, to exercise its rights, to make repairs, and to correct any violation of any of the Governing Documents. The notice set forth in this Section shall not be necessary in case of an emergency threatening other Residences, or other parts of the Village Project. Nothing in this Section shall be construed to authorize the entry of the Association into the interior of a Residence without the consent of the Village Owner unless there is an emergency threatening another Residence, the occupants of another Residence, or the structural integrity of the

building within which the Residence belongs. Owners shall maintain up-to-date emergency contact information records with the Association, including any local representative a Village Owner may have for notice purposes. Village Owners shall be responsible for any costs incurred by the Association as a result of entering a Lot or Residence under this Section and shall defend, indemnify, and hold harmless the Association for all damages related to such entry, except for such damages resulting from intentional, reckless, or willful misconduct.

5.7 **Board of Directors.** The governing body of the Association shall be the Board of Directors. Except where a matter or vote is specifically reserved to the Village Owners, the Board shall act in all instances on behalf of the Association. Board members shall be elected pursuant to the provisions set forth in the Bylaws. The Bylaws may set forth requirements for serving on the Board. Notwithstanding the foregoing, during the Period of Declarant Control, the Declarant shall have the sole authority to act as the Board of Directors, or to appoint Board Members. Declarant appointed Board Members shall not be bound by the qualification requirements in the Bylaws.

5.8. **Board Indemnification.** Each past and present Board Member (including the Declarant and its appointees) shall be entitled to defense and indemnification to the fullest extent permitted by the Utah Revised Nonprofit Corporation Act. The right of any Person to be indemnified shall be subject always to the right of the Association by the Board, in lieu of such indemnity, to settle any claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

5.9. **Registration with the State.** In compliance with Utah Code § 57-8a-105, the Association shall be registered with the Utah Department of Commerce and shall update its registration to keep any required information current as required by law.

5.10. **Registered Agent.** The Registered Agent of the Association shall be as provided in the entity filings with the Utah State Department of Commerce, Division of Corporations and Commercial Code. The Board may change the Registered Agent without Owner vote or approval.

5.11. **Management.** The Village Project may be managed by a professional manager selected by the Declarant, or upon the termination of the Period of Declarant Control, shall be selected by the Board to assist in the management and operation of the Project and may delegate such of its powers and duties to the Manager as it deems appropriate; reserving the right, however, to control and oversee the administration thereof. Any powers and duties delegated to any Manager may be revoked by the Board at any time, with or without cause. Following the Period of Declarant Control, the Board shall have the option to either renew the contract with the Manager selected by the Declarant or hire a different Manager.

ARTICLE VI. VOTING

6.1. **Voting.** Except as otherwise disallowed in this Declaration or limited by the Special Declarant rights reserved by the Declarant, voting with respect to any matters relating to the Village Project and this Declaration shall be limited to only the Village Members but shall otherwise be in accordance with the provisions of the Master Declaration. Village Owners shall be entitled to one vote per Lot owned.

6.2. **Multiple Ownership Interests.** If there is more than one Village Owner of a Lot, the vote relating to such Lot shall be exercised as such Owners may determine among

themselves. A vote cast by any of such Village Owners, whether in person or by proxy or by written ballot, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Village Owner of the same Lot. In the event such an objection is made or if there are conflicting votes from the same Lot, the vote involved shall not be counted for any purpose, except towards establishing a quorum.

6.3. **Record of Ownership.** Every Village Owner shall promptly notify the Association of any change in ownership of a Lot by providing the conveyance information to the Secretary of the Association who shall maintain a record of ownership of the Lots. Any cost incurred by the Association in obtaining the information about a Village Owner as specified herein which is not furnished by such Village Owner shall nevertheless be at the expense of such Village Owner and shall be reimbursed to the Association as a Village Individual Assessment.

ARTICLE VII. BUDGET AND ASSESSMENTS

7.1. **Covenant to Pay Assessments.** Each Village Owner, by the acceptance of a deed to a Lot, whether or not it be so expressed in the deed, hereby covenants and agrees to pay to the Association all Village Assessments levied against such Lot. Each Village Assessment, which is the obligation of a Village Owner hereunder, together with interest, late fees, costs, collection agency fees, and reasonable attorneys' fees of the Association incurred in connection with the enforcement and collection thereof or in otherwise enforcing this Declaration, shall be a charge and continuing lien upon the Lot with respect to which such Village Assessment is made. All Village Assessments shall be the personal obligation of the Person who is the owner of such Lot at the time the Village Assessment falls due. No Village Owner may exempt himself or his Lot from liability for payment of Village Assessments by waiver of his rights concerning the Village Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid Village Assessments, late payment fees, interest, and costs of collection, including reasonable attorney fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore.

7.2. **Annual Village Assessments.** In order to provide funds for the uses and purposes specified in this Declaration, each year the Board shall prepare, or cause the preparation of, and adopt an annual budget for the Village Project. The annual budget shall provide, without limitation, for the maintenance of the Village Common Areas and for the administration, management, and operation of the Village Project. The Annual Village Assessment shall be in the sole discretion of the Board. The Board may revise the budget from time to time as the Board deems appropriate. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect until a new annual budget is adopted. The budget shall be made available to the Village Owners within thirty (30) days after adoption.

7.3. **Village Special Assessments.** In addition to the Annual Village Assessments, the Association may levy a Village Special Assessment payable over such a period as the Board may determine for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by Annual Village Assessments; the cost of any construction, reconstruction, or unexpected repair or replacement of the Village Common Areas; or for any other expense incurred or to be incurred as provided in this Declaration. Village Special Assessments must be approved and assented to by a majority of those Village Members present in person or by proxy at a meeting duly

called for such purpose. Notice in writing of the amount of any Village Special Assessments and the time for their payment shall be given as soon as is reasonably possible to the Village Owners. Payment shall be due on the dates and in the manner determined by the Board and provided in the notice.

7.4. **Allocation of Village Assessments.** Annual Village Assessments and Village Special Assessments shall be fixed at a uniform rate for all Lots, unless otherwise provided in the Declaration.

7.5. **Individual Assessments.** In addition to Annual Village Assessments and Village Special Assessments authorized above, the Board may levy Village Individual Assessments against a Lot and its owner for: (a) administrative costs and expenses incurred by the Board in carrying out its responsibilities or enforcing the Declaration or Village Rules against the Village Owner or Village Resident or their guests; (b) costs associated with the maintenance, repair, or replacement of Village Common Areas caused by the neglect or actions of a Village Owner or Village Resident or their guests; (c) any other charge, fine, fee, expense, or cost designated as a Village Individual Assessment by the Board, including, without limitation, action taken to bring a Lot Owner into compliance with the Declaration and Village Rules; (d) costs of providing services to the Lot upon request of the Village Owner; (e) expenses incurred by the Association for maintenance or repairs that do not benefit all Lots, like a water meter that measures water usage for multiple Lots or work performed upon private streets or private utility lines as further provided in Article V; and (f) attorney's fees, court or collection costs, fines, and other charges relating thereto as provided in this Declaration. The aggregate amount of any such Village Individual Assessment shall be determined by the cost of such improvements, repairs, maintenance, or enforcement action, including all overhead and administrative costs and attorney's fees, and shall be allocated among the affected Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be. Village Individual Assessments may be levied in advance of the performance of the work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to a Village Individual Assessment against the Lot(s) benefited, unless such work was necessitated by the Village Owner's or Village Resident's or their guests' negligence. Because there are both attached and detached Residences, expenses incurred by the Association that benefit only the attached or detached Residences, may be assessed exclusively to the type of Residence exclusively benefitted, as determined by the Board. This includes the property insurance required to be purchased and maintained by the Association for the benefit of the attached Residences. These property insurance premiums, and any expenses incurred in carrying out the duties related thereto, shall be individually assessed to the attached Residences.

7.6. **Declarant's Exemption.** Anything to the contrary notwithstanding, the Declarant and builders exempted by the Declarant in its sole discretion, shall not be obligated to pay any Village Assessments on any Lot owned by it until such time as the Declarant or exempted builder elect in writing to pay Village Assessments, and only for so long as the Declarant or exempted builder elect to pay Village Assessments.

7.7. **No Offsets.** All Village Assessments shall be payable in the amount specified by the Board and no offsets against such amount or withholding of any amount shall be permitted for any reason, including, without limitation, a claim that the Association owes the Village Owner money, or that the Association is not properly exercising its duties and powers as provided in this Declaration.

7.8. **Certificate Regarding Payment.** Upon the request of a Village Owner, prospective purchaser, Mortgagee, or encumbrancer of a Lot, the Association shall issue a certificate stating whether all Village Assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon. The Association may charge the requesting Village Owner, prospective purchaser, Mortgagee, or encumbrancer of a Lot a reasonable fee of up to twenty-five dollars (\$25) or an amount greater if allowed in the Act.

7.9. **Rules Regarding Billing and Collection Procedures.** The Board shall have the right to adopt Village Rules setting forth procedures for billing and collection of Village Assessments, provided that such procedures are not inconsistent with the provisions hereof. The failure of the Association to send an invoice to a Village Owner shall not relieve any Village Owner of liability for any Village Assessment or charge under this Declaration. Village Assessments shall be paid in a timely manner. Payments are due in advance on dates established by the Board. Payments are delinquent if received more than ten (10) days from the date that they became due. Whenever a Village Assessment is delinquent, the Board may at its option invoke any one or more options or all of the sanctions granted in this Article or the Act.

7.10. **Collection Charge.** If the Association does not otherwise adopt or establish billing and collection procedures in the Village Rules, the following shall apply: Delinquent accounts shall be charged a twenty-five dollar (\$25) late fee each month until the Village Owner's account (including all collection charges, costs, and attorney fees) are paid in full. Interest may accrue on all unpaid balances at the rate of eighteen percent (18%) per annum. Collection charges, interest, attorney fees, and/or late fees shall constitute part of the Assessment lien provided above until paid. The Association may by Village Rules increase the amount of the late fee described above.

7.11. **Collection Action at Law.** The Association may exercise any or all of the following remedies to collect delinquent Village Assessments:

- 1) The Association may suspend such Village Owner's voting rights.
- 2) The Association shall have a lien against each Lot for any Village Assessment levied against the Lot and any fines or other charges imposed under this Declaration against the Village Owner of the Lot from the date on which the Village Assessment, fine, or charge is due. This lien shall arise and be perfected as of the date of the recording of this Declaration. At any time, any Village Assessment or installment thereof is delinquent, the Association, by and through its Board or any Manager, may file a notice of lien in the deed records of Salt Lake County, Utah against the Lot with respect to which the delinquency pertains. Once filed, such lien shall accumulate all future Village Assessments or installments, interest, late fees, penalties, fines, attorney fees, and other appropriate costs properly chargeable to a Village Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time as allowed by law. The lien of the Association shall be superior to all other liens and encumbrances except: a lien or encumbrance recorded before the Declaration was recorded; a first or second security interest on the Lot secured by a Mortgage or trust deed that is recorded before the Association's notice of lien; or a lien for real estate taxes or other governmental assessments against the Lot. The Association through its duly authorized agents, may bid on the Lot at any foreclosure sale, and may acquire and hold, lease, mortgage, and convey the Lot.
- 3) The Association may bring an action to recover a money judgment for

unpaid Village Assessments, fines, and charges under this Declaration against the Village Owner without foreclosing or waiving the lien described above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

4) If the delinquent Village Owner is leasing his Lot or any portion thereof, the Board may, at its option, so long as such default shall continue, demand and receive from any tenant of the Village Owner the rent due or becoming due and the payment of such rent to the Board shall discharge such tenant for rent due, and shall discharge the Village Owner for such Village Assessments to the extent of the amount so paid.

5) The Association may terminate utilities paid out of the Common Expense and the right to use the Village Common Areas.

6) Payments shall be credited first to collection costs (including attorney fees), then to interest and late fees, then to the oldest assessments, then the most recent assessments.

7) The Association shall have any other remedy available to it whether provided in the other governing documents of the Village Project, the Act, other law, or in equity.

7.12. **Power of Sale.** The Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. Pursuant to Utah Code §§ 57-1-20 and 57-8a-302, a Village Owner's acceptance of an interest in a Lot constitutes a simultaneous conveyance of the Lot in trust, with power of sale, to the Association's attorney of record, as trustee, for the benefit of the Association, for the purpose of securing payment of Village Assessments under the terms of this Declaration. The Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.

7.13. **Reserve Account.** From the Annual Village Assessments received by the Association, the Board may establish such reserve funds in such amounts as the Board deems reasonably prudent for the maintenance, repair, and replacement of the Village Common Areas and for other Association purposes relating to the Village Project. The Board shall follow any statutory requirement to conduct a reserve analysis and utilize such reserve analysis in making decisions regarding the funding of a reserve account. The Board shall not be personally liable for failure to fund the reserve unless willful or intentional misconduct is proven in a court of law. Notwithstanding the foregoing, such reserve fund duties and obligations shall not apply to the Association and Board during the Period of Declarant Control.

7.14. **Association Responsibility after Foreclosure.** If the Association takes title to a Lot pursuant to a foreclosure (judicial or non-judicial), it shall not be bound by any of the provisions related to the Lot that are otherwise applicable to any other Village Owner, including but not limited to obligations to pay Village Assessments, taxes, or insurance, or to maintain the Lot. By taking a security interest in any Lot governed by this Declaration, Mortgagees cannot make any claim against the Association for nonpayment of taxes, Village Assessments, or other costs and fees associated with any Lot if the Association takes title to a Lot related to a failure to pay Village Assessments.

7.15. **Homestead Waiver.** Pursuant to Utah Code §57-8a-301, and to the extent any liens are created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, each Village Owner waives the benefit of any homestead or exemption laws of the State of Utah now in effect, or in effect from time-to-time hereafter.

7.16. **Master Declaration Assessments: Declarant Exemption.** The Village Assessments provided for in this Declaration are in addition to any "Assessments" levied and payable pursuant to the Master Declaration.

7.17. **Village Exempt Property.** Village Common Areas shall be exempt from all Association assessments and Village Assessments.

7.18. **Reinvestment Fee.** Based on the related covenant within the Master Declaration and in addition to the reinvestment fee charged by the Master Association, the Board may establish a Reinvestment Fee assessment for the benefit of the Association (the "Village Reinvestment Fee") in accordance with Utah Code § 57-1-46. All transfers of Lots from Declarant to a Declarant related entity shall be exempt from a Village Reinvestment Fee. Transfers exempt from the Reinvestment Fee imposed under the Master Declaration shall be exempt from any Village Reinvestment Fee imposed hereunder. Subject to the foregoing, the Declarant shall have the sole discretion to determine whether such transferee is a related entity and if a Village Reinvestment Fee applies.

ARTICLE VIII. USE RESTRICTIONS

8.1. **Use of Common Areas.** The Village Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots.

8.2. **Use of Lots.** All Lots are intended to be improved with a single-family Residence and are restricted to such use unless approved by the Board to the contrary. No gainful occupation, business, trade, or other nonresidential use shall be conducted on any Lot without the prior written consent of the Board and applicable governmental entities. However, the Board shall not approve commercial activities otherwise prohibited by this Section unless the Board determines that: only normal residential activities would be observable outside of the Residence; the business activity does not involve persons coming on to the Village Project who do not reside in the Village Project; the business activity does not involve the solicitation of Village Owners or Village Residents; the business will not result in the increase of the cost of the Association's insurance; and that the activities would not be in violation of applicable local ordinances. Without limiting the foregoing, but except as expressly set forth in this Declaration or otherwise indicated by the Board in writing:

(a) Village Owners are responsible for snow removal from public sidewalks adjoining their respective Lots, the garage aprons and sidewalks leading to the front door of the Residence on their respective Lots unless the Board, in its discretion, elects to have the Association provide such services. Without limiting the generality of the foregoing, unless the Association undertakes responsibility, Village Owners are responsible for maintaining both the landscaping in the yard on their Lot and any landscaping located between the sidewalk adjacent to their Lot and the street, if any.

(b) Once improvements are completed on a Lot, the Village Owner shall maintain the grading on his or her Lot (including grading around the foundation of the building constructed thereon) at the slope and pitch fixed by the final grading thereof, including landscaping and maintenance of the slopes, so as to maintain the established drainage. For purposes of this Section, "established drainage" is defined as the drainage that exists at the time final grading for initial construction is completed.

(c) Following the conveyance of the Lot by the Declarant to an end user, any change in established drainage by a Village Owner is discouraged. However, if a Village Owner desires to change the established drainage on its Lot, it shall be the sole responsibility of such Village Owner to provide adequate alternative drainage for both the Village Owner's Lot and all other property that may be affected by such change. To ensure that adequate alternative drainage

is provided, the Village Owner desiring to change the established drainage on his Lot must submit to the Board for its review and approval, plans and specifications for alternative drainage which have been prepared and certified by a qualified, licensed professional. Any damages incurred by another Village Owner, the Association or any other person due to a change in the established drainage of a Lot, shall be the sole liability of the person who changed such established drainage.

8.3. **Offensive or Unlawful Activities**. No noxious or offensive activities shall be carried on upon any Lot, or Village Common Areas, nor shall anything be done or placed on any Lot or Village Common Areas which interferes with or jeopardizes the quiet enjoyment of other Lots or the Village Common Areas, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. No use shall be made of any Lot which would result in an increase in the cost of the Association's insurance or which would cause the improvements within the Village Project or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspected, or cause any company issuing such insurance to refuse renewal thereof.

8.4. **Recreational Vehicles**. Except as allowed by the Village Rules, boats, trailers, motorhomes, trucks larger than a "one-ton" classification, commercial vehicles, camping trailers, ATVs, snowmobiles, recreational vehicles, and the like ("RVs") are prohibited anywhere within the Village Project, except when actively being used for temporary loading and unloading purposes for a Village Resident. However, the temporary loading and unloading of RVs is only allowed for up to 12 hours (unless otherwise approved by the Board), must be conducted in the Village Resident's driveway (as applicable), and may not be conducted in a no parking zone, fire lane, or visitor parking space. RVs parked in the streets or Common Area parking stalls are subject to immediate towing without notice to the Owner or Occupant. RVs shall not be parked in a Residence's enclosed garage, as such parking is intended for the parking of the Village Residents' passenger automobiles. The Board is hereby empowered to establish additional Village Rules relating to the parking of RVs within the Project that may expand the restrictions set forth in this Section. The Association is not obligated to treat all areas equally and may adopt different parking rules for different areas or streets within the Project. No motor vehicle of any kind shall be repaired, constructed, or reconstructed upon any Lot, private street or other Village Common Areas, except for emergency repairs to vehicles. The Association shall have the right to perform ongoing inspections of Owner's driveways and garages to ensure compliance with this Section or any Rules adopted pursuant to this Section.

8.5. **Pets**. Up to two (2) common domestic pets per Lot is allowed. No pets, animals, livestock, or poultry of any kind shall be bred in, on, or about the Village Project. The Board

may adopt Village Rules adding further restrictions related to pets not inconsistent with this Declaration including but not limited to requirements for registration and the use of leashed and noise barking limitations, animal size restrictions, and allowed animal types. All pets must be registered in advance with the Association. All pets must be properly licensed and registered with the appropriate governmental agency and must abide by all pet Village Rules adopted by the Board from time to time. Pets may not create a nuisance. The following acts of an animal may constitute a nuisance: (a) it causes damage to property of anyone other than its owner; (b) it causes unreasonable fouling of the air by odors; (c) it causes unsanitary conditions; (d) it defecates on any Village Common Areas of another Village Owner and the feces are not immediately cleaned up by the responsible party; (e) it barks, whines, or howls, or makes other disturbing noises in an excessive, continuous, or untimely fashion; or (f) it molests or harasses a passersby by lunging at them or chasing passing vehicles. Pets may not be tied or tethered in the Village Common Area and dogs, and other pets determined by the Board, shall be leashed whenever outside a Lot.

8.6. **Nuisances**. No resident shall create, maintain, or permit a nuisance in, on or about the Village Project. For purposes of this Section a “nuisance” includes any behavior which annoys, disturbs or interferes with other residents and interferes with their right to the quiet and peaceful enjoyment of their property. A nuisance includes, but is not limited to, the following:

- 1) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot or the Village Common Areas;
- 2) The storage of any item, property or thing that will cause any Lot or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses;
- 3) The accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials that constitute an eyesore as reasonably determined by the Board;
- 4) The storage of any substance, thing or material upon any Lot or in the Village Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Village Project;
- 5) The creation or maintenance of any noxious or offensive condition or activity in or about any Lot or the Village Common Areas;
- 6) Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invitees, particularly if the police or sheriff must be called to restore order;
- 7) Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature that diminishes or destroys the enjoyment of the Association by other residents, their guests or invitees;
- 8) Too much noise in, on or about any Lot or the Common Area, especially after 10:00 p.m. and before 7:00 a.m., or use of outside speakers or amplifiers;
- 9) Allowing a dog, or other pet as determined by the Board, to be unleashed while outside a fenced Lot;
- 10) Continuous barking, meowing, or other animal noises;

11) Allowing a pet to defecate in the Village Common Areas or another Lot or failing to immediately clean any feces deposited by a pet in the Common Area.

For the avoidance of any doubt, in no event shall the activities of the Declarant that are reasonably necessary to the exercise of the rights granted to the Declarant by this Declaration or under applicable laws be considered a "nuisance."

8.7. **Signs**. The Association may regulate and restrict signs in the Village Project through the Village Rules, including the prohibition of signs, except as otherwise required by applicable law. As used herein, "signs" includes banners, flags, posters, and the like.

8.8. **Trash Containers and Collection**. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Board. Insofar as possible, such containers shall be maintained as not to be visible from the street view except to make them available for collection and then only for the shortest time necessary to effect such collection. The Association may adopt additional Village Rules for the storage and concealment of trash containers.

8.9. **Parking**. Village Owners and Village Residents shall utilize their garages and driveways (as applicable) for parking before parking on any public road within the Village Project. At no time shall any vehicle be parked at an entrance to or in front of a garage or walkway or at any other location within the Village Project, which would impair vehicular or pedestrian access, or snow removal. Parking on private streets within the Village Project is prohibited. Private parking spaces along the private alleyways may only be used by visitors. Village Common Area parking stalls (if any) shall be subject to and governed by Village Rules and may be assigned by the Board. The Association may charge a fee for the use of any assigned parking stalls, which are intended to be used as vehicle parking spaces only and are restricted to such use. The Board may adopt additional Village Rules relating to the parking of vehicles within the Village Project, including, without limitation: the size and dimensions of the vehicles parked within the Village Project; the allowance or prohibition of street parking; the admission and temporary parking of vehicles within the Village Project; the use of the undesignated parking spaces identified on the Plat, if any, including, without limitation, the right to loan or license the visitor parking spaces in the discretion of the Board; the right to remove or cause to be removed any vehicles that are improperly parked; the time visitor spaces may be used; and the levying of fines against Village Owners and Village Residents who violate, or whose invitees violate, such Village Rules.

8.10. **No Patio / Deck Storage**. No observable outdoor storage of any kind shall be permitted on front yards, porches, etc., which may be seen from the road or another Lot except for patio furniture and portable barbecue grills in good condition which may be maintained on backyard patios. Said patio furniture shall conform with standards set by the Architectural Control Committee.

8.11. **Window Coverings**. Every Village Owner shall be obligated to ensure that window coverings are installed within their Residence within sixty (60) days of purchasing or taking possession. Furthermore, the Board is authorized to adopt and implement reasonable Village Rules pertaining to the type, color, material, etc. of window coverings.

8.12. **Leasing and Non-Owner Occupancy**. The leasing and Non-Owner Occupancy of all Residences shall be governed by any Rules and procedures adopted by the Board. Subject to any such Rules and procedures, and subject to the terms of the Master Declaration, leasing of Residences shall be permitted in accordance with applicable law.

8.13. **Energy Conservation Equipment.** Except with respect to any panels or other equipment installed by or at the direction of the Declarant in connection with the initial construction of a Residence, solar energy collector panels and attendant hardware or other energy conservation equipment shall be prohibited from being constructed or installed on any Lot in the Village Project. Notwithstanding the forgoing, if the Board elects to allow energy conservation equipment in the Village Project, then the Board may adopt Village Rules for the installation of solar panels or other energy conservation equipment in the Design Guidelines. Any such rules must require that the installation be an integral and harmonious part of the architectural design of the Lot or Residence. If allowed, Owners shall be responsible for the costs of the installation, operation, and maintenance of each solar energy system. If an approved solar energy system (installation, operation, maintenance, or otherwise) causes costs to the Association, then the Board may allocate these costs to the Owner who requested or benefits from the installation as the Board in its sole discretion determines. The costs arising under this Section shall be assessed and collected as a Village Individual Assessment. The Board shall have the sole discretion to determine compliance with the Design Guidelines.

8.14. **Party Walls and Shared Features—Attached Residences.**

(a) To the extent not inconsistent with the provisions of this Section 8.14, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to party walls within the attached Residences.

(b) The Village Owner of each Residence on either side of a party wall shall have the full right to use the party wall support joists, crossbeams, studs and other structural members as may be required for support of the improvements located upon such Lot, and for the reconstruction or remodeling of such improvements. Notwithstanding the foregoing sentence, however, no such use shall injure the improvements located on or within the adjacent Lot, impair the structural support to which any such improvements are entitled under this Declaration, nor impair the use of the party wall by the Village Owner of the adjacent Lot. Except with respect to the finished surface of a party wall located within a Residence, no extension or modification of a party wall may be made by or for a Village Owner unless the prior consent to such extension or modification has been given, in writing, by the Village Owner of the adjacent Lot, and by all holders of first lien mortgages or first lien deeds of trust on both of such adjacent Lot.

(c) The costs of reasonable repair and maintenance of a party wall shall be paid equally by the Village Owner(s) of each of the Lots on either side of the party wall; provided that the cost of repairs and maintenance of the finished surface of a party wall located within a Lot shall be the sole expense of the Village Owner of the Lot in which the finished surface is located. If a party wall is damaged or destroyed, either Village Owner shall have the right to restore it. Except as otherwise provided in this Declaration, the two Lots that share such party wall share equally the costs and expenses of such restoration. Without limiting the generality of the foregoing, any Village Owner may call for a larger contribution from the other Village Owner under any rule of law regarding liability for negligent or willful acts or omissions and as provided in this Declaration. For purposes of this paragraph, "restore" and "restoration" means restoring the party wall to substantially the same condition in which it existed immediately prior to such damage or destruction. To the extent that such damage or destruction is covered by insurance, then the full insurance proceeds shall be used and applied to restoration. If the insurance proceeds are insufficient to fully pay for such restoration, then any such deficiency shall be paid equally by the two Lots that share the party wall (subject to a set off if the insurance proceeds for either Lot exceed the insurance proceeds for the other Lot, and subject to the provisions below). The cost of any repair of a utility line shall be the responsibility of the

Lot which is served by such utility line. In the event a Village Owner neglects or refuses to pay its share of costs as provided in this Section 8.14 and as otherwise provided below for repair, maintenance and restoration within twenty (20) days after receipt of a written request for payment, then the Village Owner of the adjacent Lot may pay such share of the cost therefor, and the paying Village Owner shall have the right to record a lien against the non-paying Village Owner's Lot and improvements for the amount of such payment, plus costs, reasonable attorneys' fees, and interest at the rate of two percentage points above the prime rate as published in the Wall Street Journal, which may be foreclosed in the same manner as a mechanic's lien in the State of Utah.

(d) If the need for maintenance, repair, restoration or replacement of a party wall or any other property or improvements on an adjacent Lot or utility lines is caused by the willful or negligent act or omission of one of the Village Owners, any member of such Village Owner's family, by a guest or invitee of such Village Owner, or by such Village Owner's tenants or subtenants, the costs of the necessary maintenance, repair, restoration and reconstruction shall be the personal obligation of such Village Owner.

(e) If any monolithic slab requires repair, the entire monolithic foundation shall be involved in the repair process. Subject to the provisions of this Section 8.14, the Village Owners and occupants of each of the two Lots on which such monolithic foundation is located shall cooperate regarding repairs to such foundation.

(f) Notwithstanding any other provision of this Article, a Village Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(g) The right of any Village Owner to contribution from any other Village Owner of a Lot sharing a party wall under this Section 8.14 shall be appurtenant to and run with the land and shall pass to such Village Owner's successors in title to the Lot to which such Village Owner's membership pertains.

(h) The Village Owners of each Lot with a party wall shall have the following rights:

(i) A perpetual and reciprocal easement in and to that part of the adjacent Lot on which such party wall is located, for party wall purposes only, including mutual support, maintenance, repair and inspection. For the purposes of repairing or maintaining a party wall, the Village Owners of each Lot with a party wall are granted the right to enter onto the adjacent Lot which has the same party wall and to go inside any residence or other Improvements thereon to do work necessary in the exercise of rights provided herein at all reasonable times after reasonable notice to the occupants of such adjacent Lot, or immediately in the event of an emergency.

(ii) After reasonable notice to the occupants of the adjacent Lot on which a party wall is located, the Village Owner of a Lot which has such party wall thereon shall have the right to enter an appurtenant party wall for the purposes of repairing or restoring sewer, water, or other utilities located within such party wall, subject to the obligation to restore such party wall to its previous structural condition at the sole cost and expense of the Village Owner who effectuates such entry.

(iii) Each Village Owner of a Lot shall maintain the exterior of the Residence on its Lot in a manner that, in addition to complying with the requirements of this Declaration, is generally consistent and harmonious with the exterior appearance of the adjacent Lot with which it shares a party wall. This shall include consistent and harmonious exterior paint color and materials, and landscaping, and shall also require that repair, replacement, upkeep and

maintenance of such items be handled in a consistent and uniform manner. Any exterior changes to an improvement shall be governed by and subject to the terms and conditions of this Declaration.

8.15 **Variances**. The Board may, at its option and in extenuating circumstances, grant variances from the restrictions set forth in this Article if the Board determines in its discretion (by unanimous vote): (1) either that the restriction would create an unreasonable hardship or burden on an Village Owner or Village Resident, or that a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete and unreasonable to enforce; and (2) that the activity permitted under the variance will not have any financial affect or any other substantial adverse effect on the other Village Owners or Village Residents of the Village Project and is consistent with the high quality of life intended for residents of the Village Project. Any such variance shall be unenforceable and without any effect whatsoever unless reduced to writing and signed by every member of the then-existing Board. No variance may be granted that is inconsistent with the Act.

ARTICLE IX. ARCHITECTURAL CONTROLS

9.1. **Design Guidelines**. Subject to approval from the Master Association, the Board may adopt Design Guidelines for the purpose of maintaining a consistent character and quality of appearance of the improvements within the Village Project.

1) After receiving approval from the Master Association, the Declarant shall have sole and full authority to amend the Design Guidelines during the Period of Declarant Control. The Declarant's right to amend the Design Guidelines shall continue even if it delegates reviewing authority to the Board. Upon termination or delegation of the Declarant's right to amend, the Board shall have the right to amend the Design Guidelines subject to approval from Master Association.

2) The Design Guidelines may designate the design, style, model, and manufacturer of any materials to be used for an exterior improvement or alteration that is acceptable to the Board. The Design Guidelines may also designate landscaping requirements. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values.

3) Amendments to the Design Guidelines shall apply prospectively only. They shall not require modifications to or removal of any structures previously approved once the approved construction or modification has begun. However, any new work on such structures must comply with the Design Guidelines as amended.

9.2. **Declarant's Exemption**. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents or assigns, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the Village Project. Furthermore, the provisions of this Declaration which prohibit or restrict non-residential use of Lots, regulate parking of vehicles, and restrict signage, banners, and the like, shall not prohibit the construction and maintenance of model homes by Declarant and/or other persons engaged in the construction of improvements within the Village Project so long as the location of such model homes and the opening and closing hours are approved by the Board, and the construction, operation and maintenance of such model homes otherwise complies with all of the provisions of this Declaration. The Declarant may also permit Lots and other areas to be used for parking in connection with the showing of model homes so long as such parking and

parking areas are in compliance with city ordinances and any Village Rules. Any residences constructed as model homes shall cease to be used as model homes at any time the Village Owner thereof is not actively engaged in the construction and sale of residences within the Village Project, and no home shall be used as a model home for the sale of homes not located within the Village Project.

9.3. **Variances.** With Master Association approval, the Declarant and Board may authorize variances from compliance with any of the architectural provisions of this Declaration or Design Guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. If a variance is granted, no violation of the Governing Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive any restrictions of the Governing Documents, other than those specifically identified in the variance, nor shall it affect a Village Owner's obligation to comply with all governmental laws and regulations.

9.4. **Liability for Damages.** The Declarant and Board and Master Association shall not be held liable for damages because of any action, inaction, approval, or disapproval by it made pursuant to this Article.

ARTICLE X. ENFORCEMENT

10.1. **Enforcement of Declaration, Village Rules, and Others.** The Association, Master Association, or any Village Owner shall have the right to enforce, by Proceedings at law or in equity, each provision of this Declaration, including the right to prevent any violation of such, and the right to recover damages and other sums for such violation(s). The Association, Master Association, or any Village Owner shall also have the right to enforce by Proceedings at law or in equity the provisions of the Village Rules and any respective amendments thereto. The prevailing party in any action for the enforcement of any provisions of the Governing Documents (including but not limited to litigation and the appeal thereof) shall be entitled to collect court costs and reasonable attorney fees.

ARTICLE XI. RIGHTS OF FIRST MORTGAGEE

Notwithstanding anything contrary contained herein, the following provisions apply:

11.1. **Title in Mortgagee.** Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage will not be liable for such Village Assessments or charges which accrue prior to the acquisition of title of such Lot by the Mortgagee. However, such first Mortgagee shall be responsible for all Assessments levied while it holds title to the Lot.

11.2. **Notice of Default by Village Owner.** In the event a Village Owner neglects for a period of sixty (60) days or more to cure any failure on his part to perform his obligations under this Declaration or other Governing Documents, the Association, upon written request from the Mortgagee, shall give written notice of such fact to the Mortgagee covering such Village Owner's Lot.

11.3. **No Priority.** No provision herein is intended, nor shall it be construed, to give any Village Owner, or any other party, priority over any rights of the first Mortgagee of a Lot pursuant to its Mortgage in the case of a distribution to such Village Owner of insurance proceeds or condemnation awards for losses to or a taking of Village Common Areas.

ARTICLE XII. SPECIAL DECLARANT RIGHTS

12.1. **Improvements.** Declarant hereby reserves the right, without obligation, to construct, upon approval from the "Declarant" under the Master Declaration:

- 1) Any improvements shown on the Plat;
- 2) Any Residence upon any portion of the Additional Land, and subject to the requirements of Section 12.2, the addition of the same to the Village Project; and
- 3) Any other buildings, structures, or improvements that Declarant desires to construct on the Village Parcel, or any other real estate owned by Declarant, regardless of whether the same ever become part of the Village Project.

12.2. **Expandable Project.** The Declarant herewith expressly reserves the right and option to expand the Village Project by the addition of Additional Land, or portions thereof, and Lots and residences to be constructed thereon, all in accordance with the provision of this Section.

1) The Village Project may be expanded by the addition of real property designated by Declarant. Such real property or portions thereof where applicable being referred to as "Additional Land".

2) Expansion of the Village Project by the Declarant is without limitation, except as set forth in this Section, and shall be effective without prior approval of the Association or any Village Owner.

3) Declarant's right to expand the Village Project as provided in this Section shall not expire until the Declarant elects in writing to not add the Additional Land to the Village Project.

4) The Additional Land may be added in total or in part, and in any order as Declarant may determine. Such Additional Land (or any portion thereof) may be added at any time within the period allowed for expansion of the Village Project.

5) All improvements upon Additional Land shall be made in such a manner as to conform to all governmental regulations appertaining thereto, but such improvements may be located upon the Additional Land, or any portion thereof, in such manner as the Declarant deems appropriate in its sole discretion, subject to the requirements contained herein. All additional Lots and residences to be constructed upon Additional Land will be constructed for or are to be designated exclusively for residential use.

6) All improvements erected upon any Additional Land added to the Village Project will be compatible with the improvements then upon or to be constructed upon the Village Parcel, all such additional improvements to be approximately equal to or better in terms of quality of construction and materials to be used. Notwithstanding the above, no assurances can be made by the Declarant in every instance that such structures and improvements will be identical in all regards.

7) Declarant consents and agrees that any Lot within the Village Project and upon Additional Land will be similar in all material respects to those presently contained or to be constructed upon the Village Project and shown on the Plat.

8) The Declarant simultaneously with the submission of Additional Land to the Village Project shall prepare and record in the Salt Lake County records, a

supplemental Plat pertaining to such Additional Land to be added showing the location and dimensions of each Lot created from and located upon such Additional Land.

9) Simultaneously with the recording of said supplemental Plat, the Declarant shall duly execute, acknowledge, and record a Supplemental Declaration setting forth that an expansion of the Village Project has occurred. Such Supplemental Declaration shall include, in addition to any requirements of the Act, the following: (i) if now shown on the supplemental Plat, a legal description of the Additional Land added to the Village Project; (ii) the designation of each Lot created from and included within the Additional Land.

12.3. **Special Declarant Rights**. Special Declarant Rights are those rights reserved for the benefit of the Declarant in this Declaration and the Governing Documents and shall include, and regardless of anything in the Declaration or Master Declaration to the contrary, the following rights which shall remain in effect for the maximum period allowed by law:

- 1) the right to maintain sales offices, model homes, and signs advertising the Village Project or any Lot at any location in the Village Project;
- 2) the right to use easements through the Village Common Areas as set forth in this Declaration;
- 3) the right to dedicate any roads and streets within the Village Project for and to public use, to grant road easements with respect thereto, and to allow such street or road to be used by owners of adjacent land;
- 4) the right to convert any part or portion of the Village Project to a different regime of residential ownership;
- 5) the right to create or designate additional Village Common Area or Village Limited Common Area within the Village Project;
- 6) the exclusive right to act as the Board of Directors, or appoint or remove Board Members in Declarant's sole discretion, during the Period of Declarant Control;
- 7) unless expressly and specifically bound by a provision of the Governing Documents, Declarant shall be exempt from the provisions of the Governing Documents;
- 8) the exclusive right to veto Board decisions relating to the Village Project during the Period of Declarant Control;
- 9) the right to withdraw land from the Village Project for up to twenty (20) years from the date this Declaration is recorded in the office of the Salt Lake County Recorder;
- 10) the right to set all Village Assessments for the Association including Village annual, special, and individual assessments;
- 11) the right to set all fines and fees for the Association including but not limited to collection fees, architectural review fees, and fines for violations of Village Rules;
- 12) the right to make and adopt Village Rules without being subject to the requirements of Utah Code § 57-8a-217;
- 13) pursuant to Utah Code § 57-8a-211(10), Utah Code § 57-8a-211(2) through (9), shall not apply or have any effect during the Period of Declarant Control and the Declarant shall have no duty whatsoever to obtain a Reserve Analysis, or to fund any Reserve Fund during the Period of Declarant Control;

14) the right to veto Village Rules and Design Guidelines adopted by the Board; and

15) the right to exert any right given to the Board or the Association pursuant to the Act and this Declaration.

12.4. Additional Rights. Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible and proper for the Declarant, and its employees, agents, and contractors to perform such reasonable activities, and maintain improvements, tools, equipment, and facilities incidental to development, construction, use, rental, sale, occupancy, and/or advertising on the portion of the Village Project. Nothing contained in this Declaration shall limit the rights of the Declarant, or require the Declarant, to obtain approvals:

1) to excavate, cut, fill or grade any property (with the consent of the Owner thereof), or to construct, alter, demolish or replace any improvements;

2) to use any improvements on any property (with the consent of the Owner thereof) as a construction, management, model home or sales or leasing office in connection with the development, construction or sale of any property; and/or

3) to seek or obtain any approvals under this Declaration for any such activity.

12.5. Exercising Special Declarant Rights. Declarant may exercise the Special Declarant Rights at any time prior to the later to occur of the date on which the Period of Declarant Control expires or the date when the Declarant relinquishes such rights in writing. Declarant may exercise its Special Declarant Rights in any order, and no assurance is given as to the order in which Declarant will exercise them. If Declarant exercises any Special Declarant Right with respect to any portion of the Village Project, Declarant may, but is not obligated to, exercise that Special Declarant Right with respect to any other portion of the Village Project. Notwithstanding anything to the contrary contained in this Declaration, Declarant may exercise any Special Declarant Right described in this Article and any other right reserved to the Declarant in this Declaration, without the consent of the Association or any of the Village Owners.

12.6. Interference with Special Declarant Rights. Neither the Association nor any Village Owner may take any action or adopt any Village Rules or Design Guidelines that interferes with or diminishes any Special Declarant Right contained in this Declaration without Declarant's prior written consent. Any action taken in violation of this Section shall be null and void and have no force or effect.

12.7. Limitation on Improvements by Association. Until such time as the earlier of the following events occur: (a) termination of the Period of Declarant Control, or (b) such time as Declarant chooses, neither the Association nor the Board shall, without the written consent of Declarant, make any improvement to or alteration in any of the Village Common Areas created or constructed by Declarant, other than such repairs, replacements, or similar matters as may be necessary to properly maintain the Village Common Areas as originally constructed or created by Declarant.

12.8. **Transfer of Special Declarant Rights.** The Declarant may transfer, convey, assign, or share its rights, exemptions, or authority, in whole or in part, that are created or reserved under this Declaration to any Person.

12.9. **Changes by Declarant.** So long as it is approved by the Master Declarant under the Master Declaration, nothing contained in this Declaration shall be deemed to affect or limit in any way whatsoever the right of the Declarant, its successors or assigns, to sell or to change the location, design, method of construction, grade, elevation, or any other part or feature of a Lot prior to the contracting for the conveyance of such to a purchaser.

12.9. **Easements Reserved to Declarant.**

1) The reservation to Declarant, its successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as "Public Utility Easement," or otherwise designated as an easement area over any road or Village Common Areas, and over those strips of land running along the front, rear, side, and other Lot lines of each Lot shown on the Plat.

2) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Village Project and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located.

3) Easement granting the privilege of entering upon the Village Common Areas for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to affect such purposes.

4) The reservation to the Declarant and its successors and assigns, of a non-exclusive easement and right-of-way in, through, over, and across the Village Common Areas for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the Village Project and the provision of utility services, and related services and facilities.

5) The Declarant reserves unto itself and its successors and assigns, the right to dedicate all roads, streets, alleys, rights of way, or easements, including easements in the areas designated as "open space" and storm water management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot(s) in the Village Project except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Declarant.

6) Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

12.10. **Dispute Resolution.** Declarant, Association, its officers and directors, and all Village Owners (each a "Bound Party" as used in this Section) agree to encourage the amicable resolution of any disputes, grievances, and claims regarding the design, initial construction, condition, or sale of any part of the Village Project or any improvements

thereon ("Claims") involving any Bound Party without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to the following mandatory procedures for resolving all Claims.

(a) Any Bound Party initiating a Claim ("Claimant") against any other Bound Party ("Respondent") (the Claimant and Respondent referred to herein being individually referred to as a "Party" or collectively referred to as the "Parties") shall notify each Respondent in writing ("Notice"), stating plainly and concisely:

- i. The nature of the Claim, including the Persons involved and Respondent's role in the Claim;
- ii. The legal basis of the Claim (i.e. the specific authority out of which the Claim arises);
- iii. The proposed remedy;
- iv. The fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim; and
- v. That the person alleged to be responsible shall have one hundred and eighty (180) days to cure or resolve the claim.

(b) Within sixty (60) days of providing the Notice, the Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

(c) In the event that the Claim is not resolved within sixty (60) days following the meeting or in a time period as agreed to by the parties; or if the meeting fails to take place within the time period required above despite good faith efforts, except for any Claim that may be filed by the Association against the Declarant or an affiliate of the Declarant, the Claimant may proceed with a Proceeding against the Respondent following one hundred and eighty (180) days of the original notice.

(d) Before initiating any Proceeding for any Claim against the Declarant or an affiliate of Declarant, the Association shall:

- i. Provide full disclosure in writing to all Village Owners of all material information relating to the Claim, which includes without limitation, a statement describing the nature of the Claim, the manner in which the Claim will be funded and a statement describing any demands, notices, offers to settle or responses to offers to settle made either by the Association or the Declarant or its affiliate, if applicable;
- ii. Call and hold a special meeting of the Village Owners to discuss the Claim and disclosures, and provide at least 72 hours' notice to each Bound Party of such meeting, and permit a representative of each Bound Party to attend the special meeting;
- iii. Receive approval from at least two-thirds (2/3) vote of all Village Owners, who must be present in person or by proxy at the special meeting, to initiate any Proceeding of the Claim against the Declarant and/or its affiliate, if applicable.

(e) Any post-turnover litigation involving the Bound Parties shall strictly comply with each of the provisions of this Section. The parties hereby covenant, stipulate, and agree that in the event the Bound Parties fail to satisfy the prerequisites set forth herein, the non-compliant party will indemnify, defend, hold harmless, and exculpate the other Bound Party to the fullest extent permissible by law, and the non-breaching Bound Party shall be entitled to recover any and all attorney fees and costs expended as a result of enforcing this Section, which fees and costs may include, without limitation, pre-litigation attorney fees, costs incurred in connection with investigation of potential claims, including expert and consultant fees, testing fees, contractor fees, and insurance deductibles. The Bound Parties further covenant, stipulate, and agree that failure to comply with this Section herein will result in damages to Declarant including, without limitation, reputational harm, lost revenues, and loss of business and sales opportunities.

(f) Any provision in this Declaration notwithstanding: (1) other than as set forth in this Section, the Association shall have no power whatsoever to institute, prosecute, maintain or intervene in any Proceeding; and (2) any institution, prosecution or maintenance of, or intervention in, a Proceeding by the Board without first strictly complying with, and thereafter continuing to comply with, each of the provisions of this Section, shall be unauthorized and *ultra vires* (i.e., an unauthorized and unlawful act, beyond the scope of authority of the corporation or of the person(s) undertaking such act) as to the Association, and shall subject any Board Member who voted or acted in any manner to violate or avoid the provisions and/or requirements of this Section to personal liability to the Association for all costs and liabilities incurred by reason of the unauthorized institution, prosecution or maintenance of, or intervention in, the Proceeding; and (3) this Section may not be amended or deleted at any time without the express prior written approval of: (a) not less than sixty-seven percent (67%) of the total voting power of the Village Owners, (b) not less than seventy-five percent (75%) of the Association Board, and (c) the Declarant during the Period of Declarant Control. Any purported amendment or deletion of this Section or any portion hereof, without all of these express prior written approvals shall be void.

(g) The dispute resolution procedures in this Section are in addition to and are not superseded by those protections provided to the Declarant by the Act, including, but not limited to, Utah Code § 57-8a-229.

(h) ALL PARTIES HEREBY AGREE TO RESOLVE ANY CLAIM ACCORDING TO THE PROVISIONS OF THIS SECTION AND SUCH PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO PURSUE THE CLAIM IN ANY MANNER OTHER THAN AS PROVIDED IN THIS SECTION.

12.11. **No Modification of Declarant Rights**. Any Declarant Rights in this Declaration or other Governing Documents, and specifically in this Article, shall not be substantively or procedurally altered, amended, or removed without the written consent of the Declarant. Any document or amendment attempted without obtaining proper consent shall be void *ab initio* to the extent it attempts to alter the rights of the Declarant or any provision of this Article without the consent of the Declarant.

ARTICLE XIII. AMENDMENTS

13.1. **Amendments by Declarant.** During the Period of Declarant Control, upon the approval of the "Declarant" under the Master Declaration, the Declaration and the Plat may be amended solely by the Declarant without any additional approval required. In addition, during the Period of Declarant Control no other amendment shall be valid or enforceable without the Declarant's prior written consent.

13.2. **Amendments by Association.** After termination of the Period of Declarant Control, amendments to this Declaration or Plat may be proposed by either a majority of the Board Members or by Village Owners holding at least forty percent (40%) of the voting interests of the Village Owners. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon. Except as otherwise provided herein, this Declaration may only be amended upon the affirmative vote of at least sixty-seven percent (67%) of the Village Owners and a majority of the Association's Board. If the Master Project is still controlled by the "Declarant" under the Master Declaration, approval from the Master Project declarant is required before any amendments to this Declaration take effect. No meeting shall be required for an amendment if the required vote for approval is obtained by written consent or ballot. Any amendment(s) shall be effective upon recordation in the office of the Salt Lake County Recorder. In such instrument the Board shall certify that the vote required by this Section for amendment has occurred. If a Lot is owned by more than one owner, the vote of any one owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section. No acknowledgment of any signature used for voting shall be required. Any amendment that negatively impacts, as determined by the Declarant, the Declarant's right to develop, construct, and sell Lots and Residences within the Village Project shall be null and void unless it is approved by the Declarant so long as the Declarant has an interest in the Village Project or intends to develop, construct, or sell additional Lots and/or Residences within the Village Project.

ARTICLE XIV. MISCELLANEOUS

14.1. **Notices.** Any notice required or permitted to be given to any Village Member according to the provisions of this Declaration shall be deemed to have been properly furnished if personally delivered, emailed, or if mailed, postage prepaid, to the Person who appears as a Village Owner, at the latest email or mailing address for such Person appearing in the records of the Association at the time notice is sent. If no email or mailing address has been provided, the physical address of the Lot owned by said Village Owner shall be used for notice purposes. Notice may also be sent to Village Member as allowed by the Act.

14.2. **Interpretation and Severability.** The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is constructed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any party thereof, and any gender shall include the other gender. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof. Except for judicial construction, the Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all Persons and property benefitted or bound by the

covenants and provisions hereof.

14.3. **Covenants to Run with Land.** This Declaration and all provisions hereof shall constitute covenants that run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Association and all parties who hereafter acquire any interest in a Lot or in the Village Common Areas shall be subject to the terms of this Declaration and the provisions of any Village Rules, agreements, instruments, and determinations contemplated by this Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Association or an aggrieved Village Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot or in the Village Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

14.4. **No Waiver.** Failure by the Association or by any Village Owner to enforce any Restriction or provision herein contained, or contained in the Village Rules or Design Guidelines, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.

14.5. **Attorney Fees.** If the Association utilizes legal counsel to enforce any Restriction, or after an Owner communicates or demonstrates an intent not to comply with a Restriction, the Association may assess all reasonable attorney fees and costs associated with such enforcement to the Village Owner as a Village Individual Assessment, regardless of whether a lawsuit is initiated or not. The term "costs" as used in this Section shall include all costs including but not limited to copying costs, deposition costs, expert witness fees, investigative costs, service costs, and filing fees paid to courts. "Costs" is specifically defined in this Section to be broader and to include costs that are not included in costs as the term is used in the Utah Rules of Civil Procedure

14.6. **Security.** The Declarant or Association shall in no way be considered an insurer or guarantor of security within or relating to the Village Project, including any Village Common Area in which the Association may have an obligation to maintain, and the Association shall not be held liable for any loss or damage by reason of any failure to provide adequate security or any ineffectiveness of security measures undertaken. Village Owners and Village Residents agree by purchasing or residing at a Lot in this Association that the Association, Declarant, and the Board are not insurers of their safety or well-being or of their personal property, and that each Village Owner and Village Resident assumes all risks for loss or damage to persons, the Lots, the Village Common Areas, and to the contents of improvements located thereon to the extent not insured by the Association. EACH VILLAGE OWNER AND VILLAGE RESIDENT UNDERSTANDS AND ACKNOWLEDGES THAT THE ASSOCIATION, DECLARANT, AND BOARD HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND THAT EACH VILLAGE OWNER AND VILLAGE RESIDENT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE SECURITY OF THE VILLAGE PROJECT.

14.7. **Effective Date.** The Declaration and any amendment hereof shall take effect upon its filing in the office of the Salt Lake County Recorder.

14.8 **Amendment and Restatement.** This Declaration amends and restates in its entirety that certain Amended and Restated Supplemental Declaration for Sienna Hills II, a Village at Copper Rim recorded on November 4, 2024 at Entry No. 14309398, B:11530 at P: 3054 in the real property records of Salt Lake County, Utah, which itself was an amendment and restatement of that certain Supplemental Declaration for Sienna Hills II, a Village at

Copper Rim recorded on August 15, 2024 at Entry No. 14276645, B:11511 at P:6788 in the real property records of Salt Lake County, Utah (the "Prior Declarations"). For the avoidance of any doubt, the legal description attached hereto includes real property not included within the Prior Declarations and all such real property is hereby deemed annexed and added to the Village Project as Additional Land.

CERTIFICATION

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by a duly authorized representative.

DATED as of the 24th day of June, 2025.

DECLARANT

LENNAR HOMES OF UTAH, LLC
A Delaware Limited Liability Company

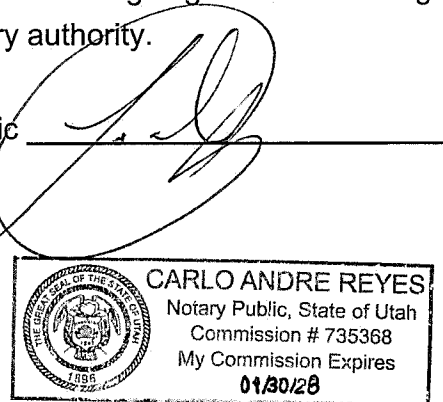
By: [Signature]

Its: Division President

State of Utah)
County of (Hatch Valley)) ss:

On the 24th day of June, 2025, personally appeared before me Bryson Fish who by me being duly sworn, did say that she/he is an authorized representative of Lennar Homes of Utah, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public



JOINDER AND CONSENT OF MILLROSE

Subject to the terms and conditions set forth above, Millrose hereby consents to and joins in this Declaration solely in its capacity as an owner of a portion of the Village Parcel and not as a "Declarant."

MILLROSE PROPERTIES UTAH, LLC,
a Utah limited liability company

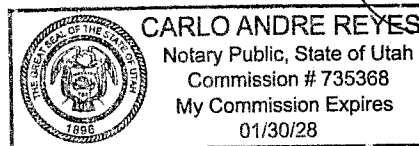
By: Lennar Homes of Utah, LLC,
a Delaware limited liability company,
Under Power of Attorney dated February 21, 2025

By: [Signature]
Name: Bryson Fish
Its: Division President

State of Utah)
County of Utah Valley) ss:

On the 24th day of June, 2025, personally appeared before me
Bryson Fish who by me being duly sworn, did say that, through the above
entities, he is an authorized representative of Millrose Properties Utah, LLC, a Utah limited
liability company, and that the foregoing instrument is signed on behalf of said company and
executed with all necessary authority.

Notary Public [Signature]



MASTER DECLARATION DECLARANT CONSENT

IN WITNESS WHEREOF, the declarant under the Master Declaration hereby consents to the recording of this Declaration against the Village Parcel and has caused this Declaration to be executed by a duly authorized representative.

DATED as of the 13th day of June, 2025.

MASTER DECLARANT

CW Copper Rim 1, LLC

a Utah limited liability company

By: CW Land Co., LLC,
a Utah limited liability company,
its Manager

By: Cole West Entity Services (FKA CW Manager, LLC)
a Utah limited liability company,
its Manager

By: 
Name: Colin Wright
Its: Manager

State of Utah)
) ss:
County of Davis)

On the 13th day of June, 2025, personally appeared before me Colin Wright, who by me being duly sworn, did say that, through the above entities, he is an authorized representative of CW Copper Rim 1, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public 

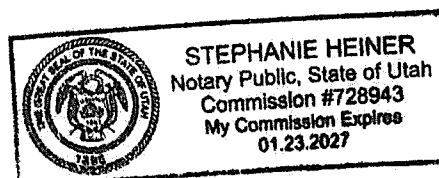


EXHIBIT A
LEGAL DESCRIPTION
Sienna Hills II

PHASE 1:

**Lots 101 through 143, and associated Common Areas, Sienna Hills II Final Plat
Phase 1, according to the plat thereof recorded in the real property records of Salt
Lake County, Utah, and also described as follows:**

BOUNDARY DESCRIPTION

A part of the South Half Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian, located in the City of West Jordan, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point on the westerly right-of-way line of COPPER RIM DRIVE, said point being N89°43'41"E 2524.61 feet along the Section line and S0°16'19"E 646.29 feet from the West Quarter Corner of Section 26, Township 2 South, Range 2 West Salt Lake Base and Meridian; thence along the westerly line of said right-of-way the following six (6) courses: (1) S35°17'56"E 35.50 feet; thence (2) Southeasterly along the arc of a non-tangent curve to the left having a radius of 1,025.58 feet (radius bears: N54°41'25"E) a distance of 38.29 feet through a central angle of 02°08'21" Chord: S36°21'48"E 38.29 feet; thence (3) Southeasterly along the arc of a non-tangent curve to the left having a radius of 1,035.00 feet (radius bears: N52°34'54"E) a distance of 300.83 feet through a central angle of 16°39'12" Chord: S45°44'42"E 299.77 feet; thence (4) S54°04'17"E 97.92 feet; thence (5) Southeasterly along the arc of a non-tangent curve to the right having a radius of 965.00 feet (radius bears: S35°55'42"W) a distance of 151.01 feet through a central angle of 08°57'58" Chord: S49°35'19"E 150.85 feet; thence (6) S45°06'20"E 108.87 feet to the northerly boundary line of CW COPPER RIM 1 LLC according to that Special Warranty Deed thereof recorded on February 1, 2022 as Entry 13882653, Book 11301, Page 4784 in the Salt Lake County Recorder's Office; thence along northerly boundary line of said deed, Westerly along the arc of a non-tangent curve to the left having a radius of 15.00 feet (radius bears: S44°53'40"W) a distance of 23.56 feet through a central angle of 90°00'10" Chord: S89°53'35"W 21.21 feet; thence S44°53'30"W 34.92 feet; thence along the arc of a curve to the right with a radius of 269.00 feet a distance of 41.14 feet through a central angle of 08°45'46" Chord: S49°16'24"W 41.10 feet; thence S53°39'17"W 126.70 feet; thence N36°20'43"W 58.00 feet; thence N50°39'38"W 497.47 feet; thence N49°58'38"W 58.00 feet; thence N40°01'22"E 0.20 feet; thence N49°58'38"W 80.00 feet to the southeasterly boundary line of COPPER RIM PHASE 2 according to the official plat thereof recorded December 18, 2020 as Entry No. 13503541, Book 2020P, Page 297 in the office of the Salt Lake County Recorder; thence along the southeasterly boundary line of said plat the following three (3) courses: (1) N40°01'22"E 126.20 feet; thence (2) along the arc of a curve to the right with a radius of 351.25 feet a distance of 89.99 feet through a central angle of 14°40'42" Chord: N47°21'43"E 89.74 feet; thence (3) N54°42'04"E 33.51 feet to the point of beginning.

Containing 3.50 +/-
143 Lots
2 Parcels

PHASE 2:

Lots 201 through 238, and associated Common Areas, Sienna Hills II Final Plat Phase 2, according to the plat thereof recorded in the real property records of Salt Lake County, Utah, and also described as follows:

BOUNDARY DESCRIPTION

A part of the South Half Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian, located in the City of West Jordan, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point N89°43'41"E 2336.25 feet along the Section line and S0°16'19"E 1235.72 feet from the West Quarter Corner of Section 26, Township 2 South, Range 2 West Salt Lake Base and Meridian; thence S50°39'38"E 80.00 feet; thence N39°20'22"E 65.00 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: N05°39'38"W 21.21 feet; thence N50°39'38"W 169.79 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 22.61 feet through a central angle of 86°20'58" Chord: S86°09'53"W 20.53 feet; thence along a line non-tangent to said curve, N47°00'36"W, a distance of 58.00 feet; thence Northeasterly along the arc of a non-tangent curve to the left having a radius of 729.00 feet (radius bears: N47°00'36"W) a distance of 37.75 feet through a central angle of 02°58'02" Chord: N41°30'23"E 37.75 feet; thence N40°01'22"E 218.30 feet; thence S49°58'38"E 58.00 feet; thence S40°01'22"W 171.80 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 23.74 feet through a central angle of 90°41'00" Chord: S05°19'08"E 21.34 feet; thence S50°39'38"E 249.04 feet; thence N39°20'22"E 76.00 feet; thence N50°39'38"W 15.52 feet; thence N39°20'22"E 110.96 feet; thence S50°39'38"E 251.00 feet; thence S36°20'43"E 58.00 feet; thence S53°39'17"W 173.45 feet; thence along the arc of a curve to the left with a radius of 211.00 feet a distance of 71.60 feet through a central angle of 19°26'37" Chord: S43°55'58"W 71.26 feet; thence N55°47'20"W 58.00 feet; thence Southwesterly along the arc of a non-tangent curve to the left having a radius of 269.00 feet (radius bears: S55°47'20"E) a distance of 83.12 feet through a central angle of 17°42'17" Chord: S25°21'32"W 82.79 feet; thence West 2.94 feet; thence S39°24'30"W 13.01 feet to a easterly boundary line of that certain Warranty Deed recorded May 22, 2019 as Entry No. 12993692 in Book 10783 at Page 7354-7356 in the Salt Lake County Recorder's Office; thence along said easterly boundary line of said Deed the following four (4) courses: (1) N00°00'03"E 10.05 feet; thence (2) S89°59'04"W 173.38 feet; thence (3) S49°32'10"W 149.97 feet; thence (4) S39°17'13"W 120.00 feet to the easterly right-of-way of MOUNTAIN VIEW CORRIDOR; thence along said right-of-way line the following two (2) courses: (1) N50°42'49"W 204.79 feet; thence (2) N32°46'47"W 41.30 feet; thence N57°13'13"E 80.45 feet; thence Northwesterly along the arc of a non-tangent curve to the right having a radius of 300.00 feet (radius bears: N54°04'36"E) a distance of 16.46 feet through a central angle of 03°08'37" Chord: N34°21'05"W 16.46 feet; thence N32°46'47"W 6.59 feet; thence N57°13'13"E 113.83 feet; thence N49°32'49"E 108.10 feet; thence N45°43'02"E 43.50 feet; thence N39°20'22"E 45.00 feet to the point of beginning.

Containing 4.98 acres +/-
38 Lots and 5 Parcels

PHASE 3:

BOUNDARY DESCRIPTION

(WEST PARCEL)

A part of the Southwest 1/4 of Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian, located in the City of West Jordan, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point on the Southwest Corner of COPPER RIM PHASE 2 according to the official plat thereof recorded December 18, 2020 as Entry No. 13503541, in Book 2020P, at Page 297 in the Salt Lake County Recorder's Office, said point being N89°43'41"E 1877.07 feet along the Section line and S00°16'19"E 1234.17 feet from the West Quarter Corner of Section 26, Township 2 South, Range 2 West Salt Lake Base and Meridian; running thence along said plat the following three (3) courses: (1) N57°13'13"E 218.98 feet; (2) thence along the arc of a curve to the left with a radius of 648.75 feet a distance of 194.72 feet through a central angle of 17°11'51" Chord: N48°37'18"E 193.99 feet; (3) thence N40°01'22"E 218.54 feet; thence S49°58'38"E 80.00 feet; thence S40°01'22"W 218.50 feet; thence along the arc of a curve to the right with a radius of 729.00 feet a distance of 37.75 feet through a central angle of 02°58'02" Chord: S41°30'23"W 37.75 feet; thence along a line non-tangent to said curve, S47°00'36"E, a distance of 58.00 feet; thence Easterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: S47°00'36"E) a distance of 22.61 feet through a central angle of 86°20'58" Chord: N86°09'53"E 20.53 feet; thence S50°39'38"E 169.79 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: S05°39'38"E 21.21 feet; thence S39°20'22"W 65.00 feet; thence N50°39'38"W 80.00 feet; thence S39°20'22"W 45.00 feet; thence S45°43'02"W 43.50 feet; thence S49°32'49"W 108.10 feet; thence S57°13'13"W 113.83 feet; thence S32°46'47"E 6.59 feet; thence along the arc of a curve to the left with a radius of 300.00 feet a distance of 16.46 feet through a central angle of 03°08'37" Chord: S34°21'05"E 16.46 feet; thence S57°13'13"W 80.45 feet to the easterly right-of-way line of Mountain View Corridor; thence along said right-of-way line N32°46'47"W 308.05 feet to the point of beginning.

Containing 3.34 acres +/-
28 Lots and 2 Parcels



(EAST PARCEL)

A part of the Southwest 1/4 of Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian, located in the City of West Jordan, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point on the Southwest Corner of SIENNA HILLS 2, PHASE 1 SUBDIVISION according to the official plat thereof recorded May 1, 2024 as Entry No. 14234954, in Book 2024P, at Page 111 in the Salt Lake County Recorder's Office, said point being N89°43'41"E 2454.37 feet along the Section line and S00°16'19"E 911.65 feet from the West Quarter Corner of Section 26, Township 2 South, Range 2 West Salt Lake Base and Meridian; thence S50°39'38"E 246.47 feet; thence S39°20'22"W 110.96 feet; thence S50°39'38"E 15.52 feet; thence S39°20'22"W 76.00 feet; thence N50°39'38"W 249.04 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.74 feet through a central angle of 90°41'00" Chord: N05°19'08"W 21.34 feet; thence N40°01'22"E 171.80 feet to the point of beginning.

Containing 3.34 acres +/-
16 Units, and 2 Parcels

EXHIBIT B

**BYLAWS
OF
SIENNA HILLS II HOMEOWNERS ASSOCIATION, INC.**

These BYLAWS OF SIENNA HILLS II HOMEOWNERS ASSOCIATION, INC. are effective upon recording in the Salt Lake County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act (referred collectively herein as the "Acts").

RECITALS

A. The Association is organized for all lawful purposes for which a nonprofit corporation may be organized under the Utah Revised Nonprofit Corporation Act, as amended, subject to the terms and conditions contained in the Declaration and Articles of Incorporation.

B. These Bylaws are adopted to complement the Declaration, to further define the rights of the Association and the Village Owners, to provide for the ability to effectively govern and operate the Association and the Village Project known as Sienna Hills II and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

**ARTICLE I
DEFINITIONS**

1.1 Except as otherwise provided herein or as may be required by the context, all capitalized terms used herein shall have the same meaning and effect as used and defined in the Supplemental Declaration of Covenants, Conditions, and Restrictions for Sienna Hills II, a Village at Copper Rim. The term "Owner" or "Owners" shall mean and refer to a Village Owner or Village Owners as defined in the Declaration.

**ARTICLE II
APPLICATION**

2.1 All present and future Owners, Mortgagees, Residents, and their invitees and guests, and any other persons who may use the facilities of the Village Project in any manner are subject to these Bylaws, the Declaration, and Village Rules. The mere acquisition or rental of any of the Residences or the mere act of occupancy or use of any said Residences or the Village Common Areas will signify that these Bylaws, the Declaration, and the Village Rules are accepted, ratified, and will be complied with by said persons.

**ARTICLE III
OWNERS**

3.1 **Annual Meetings.** The Annual Meeting of the Owners shall be held each year on a day and time established by the Board of Directors. The purposes of the Annual Meeting may include the election of Board Members, the distribution of financial reports and budget, distributing the most recent reserve study, and to transact such other business as may come before the meeting. If the election of Board Members cannot be held during the Annual Meeting, or at any adjournment thereof, the Board shall cause the election to be held either at a Special Meeting of the Owners to be convened as soon thereafter as may be convenient or

at the next Annual Meeting. The Board may from time to time by resolution change the month, date, and time for the Annual Meeting. Annual Meetings shall not be required during the Period of Declarant Control, but the Declarant may hold Annual Meetings at its discretion.

3.2 **Special Meetings**. Special Meetings of the Owners may be called by a majority of the Board, the Declarant, the President, or upon the written request of Village Owners holding not less than forty percent (40%) of the voting interests of the Association. Any written request for a Special Meeting presented by the Owners shall be delivered to the President and shall include the original signature of each Owner affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a Special Meeting within 45 days of receipt of the Owner request. During the Period of Declarant Control, Special Meetings may only be called by the Declarant.

3.3 **Place of Meetings**. The Board may designate any place in Salt Lake County that is reasonably convenient for the Owners as the place of meeting for any Annual or Special Meeting. In addition, the Association may hold and conduct Owner meetings through any type of electronic means that allows Owners to communicate orally in real time including telephone and video conferencing.

3.4 **Notice of Meetings**. The Board shall cause written or printed notice of the date, time, and place (and in the case of a Special Meeting, the purpose or purposes) for all Owner meetings. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not more than sixty (60) nor less than ten (10) days prior to the meeting. Such notice may be sent via email, text, hand-delivery, or regular mail. If sent by email or text, such notice shall be deemed delivered and effective on the date transmitted to the Owner's email address or telephone number registered with the Association. If mailed, such notice shall be deemed to be delivered and effective on the date deposited in the U.S. mail if addressed to the Owner's address registered with the Association. Each Owner shall register with the Association such Owner's current email address, phone number, and mailing address for purposes of notice hereunder. Such registered email, phone number, and mailing address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, an Owner's Residence shall be deemed to be the Owner's registered address and notice to the Residence address may be made by first-class mail or by posting the meeting notice on the front door.

3.5 **Qualified Voters**. An Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting if he or she has fully paid his or her share of any Assessment (together with any interest and/or late fees) at least 48 hours prior to the commencement of the meeting and is not in violation of any provision of the Governing Documents.

3.6 **Record Date for Notice Purposes**. The Board may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting, for the purpose of determining Owners entitled to notice of any meeting of the Owners. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Owners entitled to notice. The persons or entities appearing in the records of the Association on such record date as the Owner(s) of record of Lots in the Village Project shall be deemed to be the Owners of record entitled to notice of the Owner meeting.

3.7 **Quorum**. Any number of Owners present in person or by proxy at any meeting duly called and held in compliance with the requirements of these Bylaws, shall constitute a quorum for the transaction of business and adoption of decisions.

3.8 **Proxies.** Owners shall be entitled to vote in person or by proxy at each meeting provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been signed by the Owner or by the Owner's attorney. A proxy may be written on paper or received via email, facsimile, text, or any other electronic or physical means. A signature as required herein shall mean any indication that the document is from and consented to by the person who is purported to have sent it. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any single Owner of such Lot or the Owner's attorney when duly authorized in writing. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated, and signed by such Owner. Such instrument may allow the proxy to vote on any issue arising at any particular meeting or meetings, or may set forth the specific matters or issues upon which the proxy is authorized to act. Proxies shall be filed with the Secretary (or with such other officer or person who may be acting as Secretary of the meeting) before the meeting is called to order. The Secretary shall record all proxies in the meeting minutes.

3.9 **Votes.** Owners shall be entitled to vote on each matter submitted to an Owner vote in person, by proxy, or by any type of written or electronic ballot. Owners shall have the number of votes appertaining to the Lot of such Owner, as set forth in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Owners 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 Owners, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, or the Declaration. When a Lot is jointly owned, any Owner may exercise the vote for such Lot on behalf of all Co-Owners of the Lot. In the event of two (2) conflicting votes by Co-Owners of a Lot, no vote shall be counted for that Lot. In no event shall fractional or cumulative votes be exercised with respect to any Lot. Only those Owners whose accounts with the Association are not delinquent and paid in full at least 48 hours prior to the start of the meeting shall be entitled to vote.

3.10 **Waiver of Irregularities.** All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Board or of the Owners shall be deemed waived by those Members in attendance if no objection is made at the meeting. For those Members who are not in attendance at the meeting, the right to challenge inaccuracies and irregularities in calls, notices, voting, and decisions shall be waived if no objection is made within thirty (30) days of the date of the meeting.

3.11 **Action Taken Without a Meeting.** Owners have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of Owners through ballot, written consent, or otherwise. The Association may also use any method permitted for actions without a meeting in accordance with the requirements of Utah Code § 16-6a-707 or § 16-6a-709 and any other applicable section of the Acts. Any action so approved shall have the same effect as though taken at an Owner meeting. Ballots or written consents may be obtained via any electronic or physical means including but not limited to email, facsimile, text, or paper document.

3.12 **Minutes of Meetings.** The Secretary, or the Manager, shall take minutes of all Owner meetings. The minutes shall include, at a minimum, (1) the identification of the Persons present in person and by proxy, (2) the meeting date, (3) the identification of any issue that is voted on or decided in the meeting, (4) the number of votes cast for and against any issue decided upon, and (5) the exact wording of any resolution passed at the meeting. The failure to take appropriate minutes or otherwise comply with this section does not invalidate any action taken at a meeting.

ARTICLE IV BOARD OF DIRECTORS

4.1 **Powers.** The Village Project and the business and affairs of the Association shall be governed and managed by the Board of Directors. The Board may exercise business judgment and all of the powers of the Association, whether derived from the Declaration, these Bylaws, the Articles, or the Acts except such powers that the Declaration, these Bylaws, the Articles, and the Acts vest solely in the Owners.

4.2 **Number and Qualifications.** The Board of Directors shall be composed of three (3) or five (5) individuals. Board Members must be at least 18 years old and must be an Owner or the spouse of an Owner of a Lot in the Village Project. No two (2) Board Members may reside in the same Residence or be business partners if the business is related to their ownership of a single Lot. If an Owner is a corporation, partnership, limited liability company, or trust, an officer, partner, member, manager, agent, trustee, or beneficiary of such Owner may be a Board Member. If a Board Member ceases to meet any required qualifications during the Board Member's term, such person's membership on the Board shall automatically terminate. During the Period of Declarant Control, the composition and qualification requirements of these Bylaws shall not apply and the Declarant may exercise all powers of the Board as permitted by law.

4.3 **Election.** During the Period of Declarant Control, Board Members shall be appointed by Declarant. Following the Period of Declarant Control, the election of Board Members shall be made by the Owners. At such election, the Owners or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The Association may accept written ballots for Board Member election voting purposes from those Members unable to attend a meeting in which an election is held. The persons receiving the largest number of votes shall be elected. The election of Board Members may be conducted through open voting or by secret ballot. Cumulative voting is not permitted.

4.4 **Term of Office.** During the Period of Declarant Control, Board Member terms shall be determined exclusively by Declarant. Following the Period of Declarant Control, the Owners shall elect Board Members for two (2) year terms. However, at the first election following the Period of Declarant Control, the Board Members receiving the highest votes will serve two (2) year terms and the remaining will serve a one (1) year term to establish staggered terms. The terms shall overlap so that elections for Board Member positions are held each year. Board Members may serve consecutive terms if elected.

4.5 **Regular Meetings.** The Board shall hold meetings at least annually or more often at the discretion of the Board. During the Period of Declarant Control, Board Meetings shall be held at the discretion of the Declarant so long as at least one Board Meeting is held each year and a Board Meeting is held each time the Association increases a fee or raises an Assessment.

4.6 **Special Meetings.** Special meetings may be called by the President or a majority of Board Members on at least two (2) business days' prior notice to each Board Member and those Owners who have requested notice.

4.7 **Meeting Notice.** Notice shall be given to Board Members and Owners who have requested notice personally, by email, or by telephone, including text message at least two (2) business days' in advance of the meeting. By unanimous consent of the Board, Board meetings

may be held without call or notice to the Board Members, but notice shall always be provided to those Owners who have requested notice of Board meetings.

4.8 **Quorum and Manner of Action.** A majority of Board Members shall constitute a quorum for the transaction of business. The act of a majority of the Board Members present at any meeting at which a quorum is present, and for which proper notice was provided, shall be the act of the Board. The Board Members shall act only as the Board of Directors, and individual Board Members shall have no powers as such.

4.9 **Owner Attendance.** Any Owner may request notice of Board meetings by requesting such notice from a Board Member and providing a valid email address or text messaging number at which the Owner will receive notice. Owners who have requested notice of Board meetings shall be given notice along with the Board Members and shall be provided any call-in number or other means of attendance by electronic communication that is provided to Board Members. If Owners attend a Board meeting, the Board may select a specific period of time during the meeting and limit Owner comments to such time period. The Board in its sole discretion may set a reasonable length of time that each Owner may speak.

4.10 **Open Meetings.** Except as provided below in (a) through (f), following the Period of Declarant Control, Board meetings shall be open to Owners. The Board may hold a closed executive session during a meeting of the Board if the purpose of the closed executive session is to:

- a. Consult with legal counsel to obtain legal advice and discuss legal matters;
- b. Discuss existing or potential litigation, mediation, arbitration, or an administrative proceeding;
- c. Discuss a labor or personnel matter;
- d. Discuss a matter relating to contract negotiations, including the review of a bid or proposal;
- e. Discuss a matter involving a Person, if the Board determines that public knowledge of the matter would violate the Person's privacy; or
- f. Discuss a delinquent assessment.

During the Period of Declarant Control, Board meetings may be closed to Owners, unless the Board, in its sole discretion and without obligation, determines to open the meeting (or a portion thereof) to the Owners. Notwithstanding the foregoing, the Board meetings required under Utah Code § 57-8a-226(6)(b) shall be open to all Owners.

4.11 **Board Meetings Generally.** The Board may designate any place in Utah County as the place of meeting for any regular or special Board meeting. The Board may allow attendance and participation at any Board meeting by telephone or any other electronic means that allows for Board Members to communicate orally in real time. Following the Period of Declarant Control, if a Board meeting is held by telephone, the Association shall provide the call-in information such that Owners may call-in to access the meeting.

4.12 **Board Action.** Notwithstanding noncompliance with any provision within these Bylaws, Board action is binding and valid unless set aside by a court of law. A person challenging the validity of a Board action for failure to comply with these Bylaws may not bring the challenge more than sixty (60) days after the Board has taken the action in dispute.

4.13 **Compensation.** No Board Member shall receive compensation for any services that such member may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as

a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein contained shall be construed to preclude any Board Member from serving the Village Project in any other capacity and receiving compensation therefore, so long as approved in advance by a majority of disinterested Board Members.

4.14 **Resignation and Removal.** Board Members may resign at any time by delivering written resignation to another Board Member. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Board Member who is appointed by the Declarant may only be removed by the Declarant. The Declarant may remove a Board Member it appoints at any time. A Board Member elected by the Owners after the Period of Declarant Control may be removed at any time, with or without cause, at a Special Meeting of the Owners duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the entire voting interests of the Association. At such a meeting, the Owners shall vote for a new Board Member to fill the remaining term of the removed Board Member. Board Members may also be removed by a majority vote of the other active Board Members upon the occurrence of any of the following: failure to attend three (3) consecutive Board meetings, failure to remain current on Assessments, or a violation of the Governing Documents. If removal occurs based on the preceding sentence, then the remaining Board Members may appoint a replacement to serve the remaining term of the removed Board Member.

4.15 **Vacancies.** If vacancies occur during the Period of Declarant Control, the Declarant shall appoint a Board Member to fill the vacancy. Following the Period of Declarant Control, if vacancies occur for any reason (including death, resignation, or disqualification) except removal by the Owners, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. Vacancies occurring by reason of removal by the Owners may be filled by election of the Owners at the meeting at which such Board Member is removed. Board Members elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor. Except by reason of death, resignation, disqualification, or removal, Board Members shall continue to serve until their successors are elected.

4.16 **Action Without a Meeting.** Board Members have the right to take any action in the absence of a meeting which they could take at a Board meeting if a majority of the Board Members consent to the action in writing. The term "in writing" shall specifically include email and text messaging. Board Members may also take action without a meeting if the Board complies with any applicable provisions of the Acts. Any action so approved shall have the same effect as though taken at a Board meeting.

4.17 **Waiver of Notice.** Before or at any meeting of the Board, any Board Member or Owner may waive notice of such meeting and such waiver shall be deemed the equivalent of proper notice. Attendance by a Board Member or Owner at any meeting thereof shall be a waiver of notice by that Board Member or Owner of the time, place, and purpose thereof.

4.18 **Adjournment.** The Board may adjourn any meeting from day to day for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

4.19 **Meeting.** A Board meeting does not include a gathering of Board Members at which the Board does not conduct and vote on Association business.

ARTICLE V OFFICERS

5.1 **Officers.** The officers of the Association shall be a President, Secretary, Treasurer, and such other officers as may be appointed by the Board. Officers shall not be required during the Period of Declarant Control.

5.2 **Election, Tenure, and Qualifications.** Officers shall be elected by the Board at the first Board meeting following each Annual Meeting of the Owners. Each officer shall hold such office until the next ensuing meeting of the Board following the Annual Meeting of the Owners and until a successor has been elected and qualified, or until such officer's death, resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office.

5.3 **Subordinate Officers.** The Board may 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 may from time to time determine.

5.4 **Resignation and Removal.** Officers may resign at any time by delivering a written resignation to any Board Member. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board Members at any time, with or without cause.

5.5 **Vacancies.** If a vacancy occurs in an office for any reason, or if a new office is created, such vacancies or newly created offices may be filled by majority vote of the Board at any regular or special Board meeting.

5.6 **President.** The President shall be the chief executive of the Association. The President shall preside at meetings of the Board of Directors and at meetings of the Owners. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." 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 as required by the Board.

5.7 **Secretary.** The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Board may require. The Secretary shall also act in the place of the President in the event of the President's absence or inability or refusal to act. The duties of the Secretary may be delegated to the Manager.

5.8 **Treasurer.** The Treasurer shall have the custody and control of the funds and financial accounts of the Association, subject to the action of the Board, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any meeting of the Board. The Treasurer shall perform such other duties as required by the Board. The duties of the Treasurer may be delegated to the Manager.

5.9 **Compensation.** No officer shall receive compensation for any services rendered to the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board.

ARTICLE VI

COMMITTEES

6.1 **Designation of Committees**. The Board may designate committees as it deems appropriate in carrying out its duties, responsibilities, functions, and powers. No committee members shall receive compensation for services rendered to the Association as a member of a committee; provided, however, that a committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such expenses are approved by the Board. A committee shall not have powers, duties, or responsibilities beyond those specifically assigned by the Board in a written resolution. The Board may terminate a committee at any time.

6.2 **Proceeding of Committees**. Each committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

6.3 **Quorum and Manner of Acting**. At each committee meeting, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event fewer than two (2) 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 committee members shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may only exercise the authority granted to it by the Board.

6.4 **Resignation and Removal**. A committee member may resign at any time by delivering a written resignation to the President, the Board, or the presiding officer of such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, with or without cause, remove any committee member.

6.5 **Vacancies**. If a vacancy occurs in a committee for any reason, the remaining members shall, until the filling of such vacancy by the Board, constitute the then total authorized membership of the committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

ARTICLE VII INDEMNIFICATION

7.1 **Indemnification**. No Board Member, officer, or committee member shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct said Board Member, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Board Member, officer, or committee member of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Board Member, officer, or committee member of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Board Member, officer, or committee member and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's willful or intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully

be entitled, nor shall anything herein contained restrict the right of the Association to defend, indemnify, or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Board Members, officers, committee members, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

7.2 **Other Indemnification.** The defense and indemnification provided herein shall not be deemed exclusive of any other right to defense and indemnification to which any person seeking indemnification may be entitled under the Acts or under any agreement, vote of disinterested Board Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent that all Board Members, officers, and committee members be and hereby are defended and indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The defense and indemnification herein provided shall continue as to any person who has ceased to be a Board Member, officer, committee member, or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

7.3 **Insurance.** The Board, in its discretion, may direct that the Association purchase and maintain Directors and Officers insurance on behalf of any person who is or was a Board Member, officer, committee member, Manager or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, committee member, Manager, employee, or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to defend or indemnify such person against liability under the provisions of this Article.

7.4 **Settlement by Association.** The right of any person to be defended and/or indemnified shall be subject always to the right of the Association through the Board, in lieu of such defense and/or indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VIII RULES AND REGULATIONS

8.1 **Rules.** The Board shall have the authority to adopt Village Rules as it deems necessary for the maintenance, operation, management, and control of the Village Project. The Board may from time to time, by resolution, alter, amend, and repeal such Village Rules and use their best efforts to see that they are strictly observed by all Owners and Residents. Owners are responsible to ensure that their lessees, invitees, and guests strictly observe the Village Rules then in effect as well as the covenants and restrictions of the Declaration and shall be jointly and severally liable for their violations and resulting fines.

ARTICLE IX AMENDMENTS

9.1 **Amendments by Declarant.** During the Period of Declarant Control, or so long as the Declarant owns one or more Lots in the Village Project or any Additional Land, the Declarant acting alone may amend the Bylaws for any reason, without Owner approval. Declarant's unilateral amendment right as designated herein may continue past the expiration of the Period of Declarant Control. No other amendment shall be valid or enforceable during the period Declarant owns at least one Lot or any Additional Land unless the Declarant has

given written consent to such amendment. Any amendment during the period Declarant owns at least one Lot or any Additional Land shall be executed by Declarant on behalf of the Association and shall become effective upon recordation in the office of the Salt Lake County Recorder.

9.2 **Amendments by Association.** After Declarant has annexed all of the Additional Land, has sold all of the Lots to unaffiliated third parties, and the Period of Declarant Control has expired, the Bylaws may be amended by the Owners upon the affirmative vote of at least fifty-one percent (51%) of the voting interests of the Association. Any amendment(s) shall be effective upon recordation in the office of the Utah County Recorder. In such instrument the President shall execute the amendment and certify that the vote required by this Section has occurred. If a Lot is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section. No amendment shall restrict, limit, or impair any Declarant rights without the express written consent of the Declarant.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 **Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

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

10.3 **Conflicts.** These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

IN WITNESS WHEREOF, the Declarant has executed and adopted these Bylaws on behalf of the Association this 24th day of June, 2025.

DECLARANT
LENNAR HOMES OF UTAH, LLC
a Delaware limited liability company

By: [Signature]

Name: Bryson Fish

Its: Division President

STATE OF UTAH)
COUNTY OF Utah Valley) ss.

On the 24th day of June, 2024, personally appeared before me Bryson Fish who by me being duly sworn, did say that she/he is an authorized representative of Lennar Homes of Utah, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: [Signature]

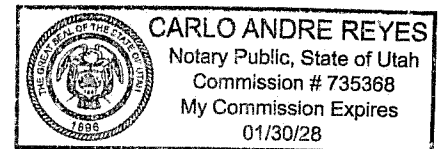


EXHIBIT C

MAINTENANCE ALLOCATION CHART

ITEM	HOA	UNIT OWNER	NOTES
GENERAL NOTE			Shared items are to be resolved between the Owners involved in use of the item. Any changes visible from outside of the Residence must be approved by the Association prior to being done.
A/C Pad & Unit		X	
Address Numbers		X	
Attic		X	
Cable/Satellite TV		X	
Ceiling		X	
Circuit Breakers for Unit		X	
Common Area amenities	X		
Door and Door Frames - exterior		X	Subject to Board approval upon replacement
Door and Door frames - interior		X	
Door Hardware/doorbell		X	
Dryer Vent Cleaning		X	
Electrical Wiring/Panel		X	
Exterior Wall Finishes (Rock/Stucco/Siding, etc.)		X	
Fences (as applicable, if any)	X	X	<ul style="list-style-type: none"> HOA to maintain fencing that does not border a Lot (if any). All other fencing is Owner.
Fireplace, Flue, & Vent Pipes – Cleaning & Repair		X	
Floor Coverings		X	
Foundation – Structural		X	
Foundation – Cracks, cosmetic		X	
Front Landing/Porch		X	
Furnace		X	
Garage Door Openers, Springs, Hinges, Parts		X	
Garage Doors – paint, repair & replacement		X	Subject to Board approval upon replacement
Gas Pipes (from meter to inside Residence)		X	
Hose Bib/Faucet/Spigot		X	
Hot Water Heater		X	
Insurance Coverage – Property	X	X	Attached Residences – HOA Detached Residences – Owner
Insurance Coverage - HO6 Policy		X	
Insurance Coverage - loss assessment		X	
Insurance Deductible	X	X	Assessed to Owners pro-rata according to losses. HO6 deductible is Owner's responsibility.
Irrigation Lines / Heads – Common Area yard areas	X		

Landscape – Common Area	X		
Landscape – Owner maintained fenced yard area		X	If applicable
Lights – eaves, porch & garage fixtures & bulbs		X	Fixture replacement subject to Board approval
Limited Common Area – patios, porches, decks, stairs & sidewalks serving only one Unit - repair and replacement		X	
Limited Common Area – patios, porches, decks, stairs & sidewalks clean and snow removal		X	
Mailbox & Stand/Structure		X	Or USPS as applicable
Mailbox Lock & Key		X	Or USPS as applicable
Paint - exterior wall surfaces and trim finishes		X	
Paint – exterior doors, garage doors, windows		X	
Paint - Interior		X	
Patio Slab		X	
Pest Control Interior & Exterior		X	Common Areas - HOA
Phone Lines		X	
Playgrounds, Pavilion, Parks, & Open Space	X		
Plumbing Valves, Pressure Regulator		X	Point of connection/Meter to the Residence – Owner Before point of connection/Meter – HOA
Plumbing Main Line		X	Point of connection/Meter to the Residence – Owner Before point of connection/Meter – HOA
Plumbing Leak		X	Point of connection/Meter to the Residence – Owner Before point of connection/Meter – HOA
Plumbing – clogging/stoppage		X	Point of connection/Meter to the Residence – Owner Before point of connection/Meter – HOA
Plumbing Pipes Inside Unit		X	
Rain Gutters – clean-out, repair, replacement		X	
Rain Gutters - drains away from building		X	
Roof – leaks, repair & replacement		X	
Screen Doors		X	Must be approved by Board
Sewer pipes & utilities – serving a single Residence		X	
Sewer pipes & utilities – to more than one Residence		X	Responsibility shared by Owners in use unless handled by municipality or others
Shutters, skylights, exterior window trim		X	
Sidewalks and paths on Common Areas	X		
Sliding Glass Doors		X	
Snow Removal – Limited Common Area, driveways, porches, & sidewalks on Lots		X	
Snow Removal – private roads & Common sidewalks not on Lots or Limited Common Area	X		
Storm Drains	X		
Street Lights	X		Unless handled by Municipality or others
Streets – private (excluding approach to garage)	X		Individually assessed to Lots that use the private streets
Termites, pests, rodents, insects, etc.		X	
Trash		X	
Utility Doors		X	
Vent Covers - exterior		X	

Wall - bearing interior wall		X	
Wall - partition interior wall		X	
Water – culinary	X	X	Collectively metered for Lots along private roads Individually metered for Lots along public roads
Water – Common Area landscape	X		
Weather Stripping		X	
Windows – glass, screens, frames, boxes		X	Subject to Board approval upon replacement

During the Period of Declarant Control, the Declarant may unilaterally amend this Exhibit

C. Following the Period of Declarant Control, it may be amended in the same manner as an amendment to the Declaration.