

RETURNED

FEB 18 2015

2849043
BK 6206 PG 1038

131
34 + 5

WHEN RECORDED RETURN TO:
Oakwood Homes of Utah, LLC
206 E. Winchester Street
Murray, Utah 84107

E 2849043 B 6206 P 1038-1071
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/18/2015 04:00 PM
FEE \$131.00 Pgs: 34
DEP RTT REC'D FOR OAKWOOD HOMES OF
UTAH LLC

E 1/2 23 30-14
Avenues at the Station Phase #1 PUD

08-072-0026 08-545-0101 to 0155

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR AVENUES AT THE STATION

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR AVENUES AT THE STATION (“**Declaration**”) is made on the date executed below by Oakwood Homes of Utah, a Delaware limited liability company registered to do business in Utah (“**Declarant**”).

RECITALS

A. Avenues at the Station is a residential project located in Farmington City (“**City**”), Davis County, Utah, more particularly described on Exhibit A hereto (“**Property or Project**”). The Project is not a cooperative.

B. The Declarant intends to subdivide the Property and sell fee title to the individual Lots within the Property to various purchasers subject to the covenants, conditions, restrictions, easements and limitations herein set forth herein (“**Covenants**”) which are hereby declared to be for the benefit of the Property, the Lots therein, and the Owners thereof, their successors and assigns.

C. Declarant desires that all Owners, and their guests, invitees, and agents shall abide by the Covenants and other provisions of this Declaration.

D. These Covenants shall run with the Property described in Exhibit A and shall be binding on and burden all parties having or acquiring any right, title, or interest to such land or any part thereof and shall create restrictive covenants on the land within the Project, as the same may be expanded. These Covenants shall also benefit all parties having or acquiring any right, title, or interest to the land and shall create dominant tenements on the land.

E. The Association identified herein may be incorporated as a Utah nonprofit corporation. If incorporated, it shall be entitled to the rights, obligations, and benefits of the Revised Nonprofit Corporation Act (Utah Code Ann. 16-6a-101, *et seq.*) as amended from time to time.

F. The Association and the Owners of Lots and their successors, heirs, and assigns, shall have the right to enforce these Covenants.

G. This Amended and Restated Declaration supersedes and replaced in its entirety that certain Declaration of Covenants, Conditions, and Restrictions for Avenues at the Station that was recorded in the Davis County Recorder's Office on December 31, 2014, as Entry No. 2841670.

NOW THEREFORE, the Declarant does hereby establish and impose upon the Property, these Covenants for the benefit of, and to be observed and enforced by, the Declarant, its successors and assigns, as well as by purchasers of Lots, to wit:

ARTICLE 1 – DEFINITIONS

Capitalized terms not identified herein shall have the meaning identified in the Bylaws of the Avenues at the Station Homeowners Association. The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

1.1 “Articles” means the Articles of Incorporation for Avenues at the Station Homeowners Association, as amended from time to time, as filed with the Utah Division of Corporations.

1.2 "Association" means the Avenues at the Station Homeowners Association. It is intended that the Association will be a Utah non-profit corporation. Failure of the Association to maintain its corporate status will not result in dissolution of the Association. The Association may renew its corporate status, reinstate its corporate status, or incorporate without Owner approval. Any actions taken by the Association during any period of un-incorporation shall still be binding and effective as to the Association and its Members.

1.3 "Board" means the Board of Directors of the Association. The Board shall have the rights and powers set forth herein and in the Bylaws and shall manage the business, and affairs of the Association.

1.4 "Bylaws" means the Bylaws of the Avenues at the Station Homeowners Association, as amended or restated from time to time. A copy of the Bylaws is attached to this Declaration as Exhibit B.

1.5 "Common Areas" means the designated common areas in Parcels A, B, C, D, E, and F as shown on the Map, any other areas shown on the Map as a common area, and any other parcels that may be shown on future maps of the Project as common areas. The Common Areas may consist of landscaping, irrigation equipment, private streets, sidewalks, trails, swimming pool, clubhouse, one or more detention ponds (temporary or permanent), private storm drain lines and pump (as shown on the Map) and other improvements. The Association shall own, maintain, repair and manage all Common Areas.

1.6 "Common Expenses" mean all sums of money spent to administer, maintain, repair, manage, or replace the Common Areas; expenses agreed upon as common expenses by a majority of a quorum of Owners; expenses authorized by the Governing Documents or the Community Association Act as common expenses; and any other expenses deemed by the Association to be necessary for the common benefit of the Owners.

1.7 "Community Association Act" or "Act" means the provisions of the Community Association Act set forth in Utah Code Ann. §§ 57-8a-101 *et seq.*, as amended or replaced from time to time.

1.8 "Declaration" means this Declaration of Covenants, Conditions, and Restrictions for Avenues at the Station, as amended, annexed, supplemented, or restated from time to time.

1.9 "Director" means a member of the Board.

1.10 "Governing Documents" mean the Declaration, Bylaws, Articles, Map, and Rules and Regulations regarding the Project promulgated by the Board.

1.11 "Limited Common Area" means Common Area designated for exclusive use by the Owner(s) of a particular Lot, but not for use by any other Owners/Members. Limited Common Area may be designated as such on the Map or in this Declaration. Limited Common Areas include the area directly in front and in the rear of a Living Unit, including driveways, porches, balconies, courtyards.

1.12 "Living Unit" means a structure or portion of a structure situated on a Lot which is designed and intended for residential use, together with all improvements on the Lot that are used in conjunction with residential use. Selected lots may have the ability to include light office space.

Restaurants, public entertainment, hotels, hospitals, fitness and recreation facilities, vehicle repair, and vehicle sales are prohibited uses within the Project.

1.13 "Lot" means a separately numbered parcel of property in the Project as shown on the Map. "Lot" shall include any Living Unit thereon, and all utility lines, and other installations exclusively serving the Lot whether under or over the Common Areas or not.

1.14 "Map" means the plat map for Avenues at the Station, on file with the Davis County Recorder and any amendments or supplements thereto or any plat maps recorded for additional phases. A copy of the Map is attached hereto as Exhibit B.

1.15 "Member" means an Owner. If an Owner is not a natural person, the Owner may designate a natural person in writing to act as its representative.

1.16 "Nonprofit Act" means the provisions of the Utah Revised Nonprofit Corporation Act set forth in Utah Code Ann. §§ 16-6a-101 *et seq.*, as amended or replaced from time to time.

1.17 "Owner" means the record owner of the fee in a Lot. If a Lot is subject to an executory purchase contract, the contract purchaser shall be considered the Owner. However, the seller and buyer may otherwise agree but must inform the Board in writing of the alternative arrangement.

1.18 "Person" means an individual, corporation, partnership, association, trustee, or other legal entity.

1.19 "Project" means Avenues at the Station, as shown on the Map. The Project includes the land, buildings, improvements and structures, easements, rights, appurtenances, and articles of personal property intended for use in connection therewith. Exhibit A contains the legal description for the Project.

1.20 "Resident" means any Person living or staying at the Project. Residents include without limitation: Owners, tenants, family members of Owners and tenants, and guests staying more than a week.

1.21 "Rules and Regulations" mean any rules, requirements, restrictions, guidelines, or codes of conduct, which are not inconsistent with the other Governing Documents or Community Association Act, adopted by the Board on behalf of the Association pursuant to the authority set forth in this Declaration or the Bylaws.

1.22 "Turnover Meeting" means the meeting occurring at the conclusion of the period of Declarant's control, as described in Section 9.1.

ARTICLE 2 – SUBMISSION

2.1 Submission. Declarant submits the Project to be bound by the Governing Documents, to provisions of the Community Association Act, and to the Nonprofit Act. Owners shall take title all Lots in the Project subject to the Governing Documents, Community Association Act, and Nonprofit Act. All Residents and other users of the Project shall be subject to the Governing Documents and Community Association Act.

2.2 Expansion. Declarant reserves the right to expand the Project and to submit additional parcels of land Covenants identified herein.

ARTICLE 3 – PROPERTY RIGHTS IN LOTS

3.1 Use and Occupancy. Except as otherwise expressly provided in the Governing Documents, the Owner of a Lot shall be entitled to the exclusive use and benefit of such Lot and any Living Unit thereon. Each Lot shall be bound by, and the Owner shall comply with the Governing Documents for the mutual benefit of all Owners.

3.2 Easements Reserved. In addition to the easements shown on the Map or otherwise provided for under this Declaration, the Bylaws or law, the following easements are hereby reserved for the benefit of the Owners and the Association:

3.2.1 Right of Entry. The Association and any person authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of performing maintenance and determining whether or not the Lot is in compliance with the Governing Documents. Requests for entry shall be made in advance. Entry shall be made at a time convenient to the Owner, except in the case of an emergency, when such right shall be as is reasonable under the circumstances. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot. The right of entry granted by this Subsection is in addition to the Association's enforcement rights.

3.2.2 Easement for Encroachment. If any part of the Common Areas encroaches on a Lot, an easement for the encroachment and for maintenance shall exist. If any part of a Lot encroaches upon the Common Areas, an easement for the encroachment and for maintenance shall exist. Such encroachments will not be considered to be encumbrances to the Common Areas or Lots. Encroachment causes include, without limitation, errors in the original construction; errors in the Map; settling, rising, or shifting of the earth; or changes in position caused by good faith mistakes in the repair or reconstruction of the Project.

3.2.3 Utility Easements. The Association or any public utility provider shall have an easement over all Lots for the installation, maintenance and development of utilities and drainage facilities. The easement area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot in accordance with the terms of the Governing Documents, except for those improvements for which a public authority or utility provider is responsible.

3.3 Easements Shown on the Map. Lots shall be subject to the easements shown on the Map.

ARTICLE 4 – PROPERTY AND USE RIGHTS IN COMMON AREAS

4.1 Member's Right of Enjoyment.

4.1.1 The Project will have Common Areas as designated in the Map, attached hereto as Exhibit B, for the benefit of all Owners. Every Owner shall have a non-exclusive right and easement for the use, benefit and enjoyment in and to the Common Area and such nonexclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the restrictions herein set forth.

4.1.2 Subject to the Governing Documents, each Owner, guest, or invitee has the right to ingress and egress across the Common Areas necessary for access to such Owner's Lot. The rights described in this Section are appurtenant to and pass with title to the Lot.

4.1.3 No portion of a Common Area may be used exclusively by any Owner or Owners for personal gardens, storage facilities, or for any other purpose.

4.2 Delegation of Right of Use. Any Owner may assign its rights to the use and enjoyment of the Common Area to Residents, subject to such reasonable Rules and Regulations which the Association may, from time to time, adopt.

4.3 Compliance with Covenants and Restrictions and Rules and Regulations. Each Owner and Resident shall comply with the Covenants imposed by this Declaration on the use and enjoyment of the Common Areas. Further, each Owner and Resident shall fully and faithfully comply with the Rules and Regulations applicable to use of the Common Areas, as such Rules and Regulations are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas.

ARTICLE 5 – MAINTENANCE

5.1 Association Responsibility. The Association shall improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore and maintain the Common Areas.

5.2 Owner Responsibility. All maintenance of the Lots, Living Units, and associated improvements shall be the sole responsibility of the Owner thereof, who shall maintain such Lot and Living Unit in good repair and in accordance with the Governing Documents of the Association. The Board, after fifteen (15) days advance notice to the Owner and opportunity for hearing, or in the case of an emergency after reasonable notice, may assume the maintenance responsibility over a Lot or Living Unit if, in the reasonable opinion of the Board, the Owner is unwilling or unable to adequately provide such maintenance. Should the Board exercise its right under this provision, it shall not be liable for trespass or nuisance and shall have the right to levy an Individual Assessment to recover its maintenance costs.

5.3 Party Walls. If two or more Living Units are part of the same structure, the wall used as the dividing line between Living Units is a party wall. Nothing in this Section shall alter or limit the general rules of law regarding party walls and liability for damage due to negligence, or willful acts or omissions. The cost of reasonable repair and maintenance of party walls shall be shared by the Owners who use the party wall in proportion to their use. If a party wall is destroyed or damaged by fire or other casualty, and is not a covered loss under insurance, either Owner may restore the wall and the other Owner shall contribute to the cost of restoration in proportion to the damage sustained by the Owner compared to all damage to the party wall. The right of an Owner to contribution from any other Owner for party wall costs shall be appurtenant to and run with the land and shall pass to an Owner's successor in title.

ARTICLE 6 – ASSESSMENTS

6.1 Covenant for Assessment. By accepting a deed or other conveyance to a Lot, each Owner covenants and agrees to pay the Association all regular assessments, special assessments, supplemental assessments, individual assessments, late penalties, and collection costs (including attorney's fees) whether or not a lawsuit is commenced. All assessments, together with interest, late charges, costs, and reasonable attorney fees, shall be a charge on and a continuing lien upon the Lot against which such assessment is made. Each Owner's obligation to satisfy assessments made during such Owner's period of ownership is an independent covenant of such Owner, which covenant shall survive conveyance of the Lot. No Owner may exempt themselves from liability for assessments by reason of abandonment of their

Lot or Living Unit, failure of the Association to maintain the Common Areas, or the Owner's non-use of the Common Areas. In the event of non-payment, the Association may seek to recover from the Owner directly or to foreclose the lien against the Lot in the manner provided by the Community Association Act. A successor in title is entitled to a statement from the Association setting forth the amounts due for all unpaid assessments. The amounts set forth in the statement shall be binding upon the Association.

6.2 Declarant's Covenant for Assessments. Declarant shall have no obligation to contribute to any regular or special assessment for any Lot owned by Declarant until at least one hundred eighty days (180) days have passed since the issuance by the City of a certificate of occupancy for a Living Unit on such Lot.

6.3 Annual Budget. The Board shall prepare an annual budget for the Association. The annual budget shall provide for: the maintenance, repair, and replacement of the Common Areas; the maintenance of other areas required to be maintained by the Association; insurance; all other Common Expenses; and the administration, management, operation, and reserves of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect.

6.4 Reserve Account. The Association shall conduct a reserve analysis in accordance with the provisions of the Act and shall establish a reserve account to fund long-term maintenance and replacement items. The Board shall use reasonable efforts, subject to the Owners' rights under the Community Associations Act, to fund the reserve account. The Board shall not be personally liable for failure to fund the reserve unless gross negligence or intentional misconduct is proven in a court of law.

6.5 Regular Assessment. The Association may collect the regular assessment on an annual basis, semi-annual basis, quarterly basis, or monthly basis. The Board shall provide written notice of the regular assessment amount and payment schedule to Owners at least 30 days in advance of the beginning of the fiscal year for which the regular assessment will be due. Apart from the initial notice of regular assessment, the Association is not obligated to send periodic invoices for regular assessments. If the Board fails to adjust a regular assessment, the amount of the last regular assessment and payment schedule will continue in effect, whether or not notice is sent.

6.6 Special Assessment. The Association may levy a special assessment for the purpose of defraying in whole or in part the cost of any construction, reconstruction, maintenance, repair, or replacement of the Common Areas or exteriors of Lots. The Association may levy a special assessment up to 50% of the annual budget without approval from the Owners. If a special assessment exceeds 50% of the annual budget, it must be approved by a majority of a quorum of Owners.

6.7 Supplemental Assessment. If the regular assessments are inadequate to pay the Common Expenses, the Board shall determine the amount of the shortfall. Once the amount of the shortfall is determined, the Board shall adopt a supplemental budget. The Association may levy a supplemental assessment to fund the supplemental budget. The Association may levy a supplemental assessment up to 50% of the original annual budget without approval from the Owners. If a supplemental assessment exceeds 50% of the original annual budget, it must be approved by a majority of a quorum of Owners.

6.8 Individual Assessment. Any expenses attributable to less than all the Lots may be assessed exclusively against the affected Lots. Individual assessments include, without limitation:

6.8.1 Assessments levied against a Lot to reimburse the Association for costs incurred in correcting a violation of the Governing Documents;

- 6.8.2 Fines, late fees, interest, collection costs (including attorney's fees);
- 6.8.3 Services provided to a Lot due to an Owner's failure to maintain, for emergency repairs, or to protect the health, safety, and welfare of adjoining Lots and Common Areas;
- 6.8.4 Reinvestment or transfer fees due at the transfer of a Lot; and
- 6.8.5 Any charge described as an individual assessment by the Governing Documents.
- 6.9 Apportionment of Assessments. Regular, special, and supplemental assessments will be apportioned equally among the Lots. Individual assessments shall be apportioned exclusively to the Lots benefitted or affected.
- 6.10 Nonpayment of Assessment. Assessments not paid within 10 days after the due date established by the Board will be late and subject to interest at a rate and late fees in an amount to be determined by the Board. Late fees may only be charged once per missed payment.
- 6.11 Application of Payments. Payments shall be credited first to collection costs (including attorney's fees), then to interest and late fees, then to the oldest assessments, then the most recent assessments.
- 6.12 Acceleration. If an Owner fails to pay their assessments for 61 days or more, the Board may elect to accelerate the remainder of the Assessments due that year.
- 6.13 Suspension of Voting Rights. If an Owner has a delinquent assessment balance, the Board may suspend their right to vote.
- 6.14 Lien for Assessment. All assessments, late fees, interest, and collection costs (including attorney's fees) not timely paid shall be a charge and continuing lien upon each Lot against which the assessment is made.
- 6.15 Enforcement of Lien. Without waiving its right to pursue an Owner personally for any unpaid assessments or fees, the Association may foreclose its lien in the manner provided for under the Community Association Act.
- 6.16 Appointment of Trustee. The Declarant hereby conveys and warrants pursuant to Utah Code Ann. §§ 57-1-20 and 57-8a-302 to Paxton R. Guymon, Esq., a member of the Utah State Bar, with power of sale, the Property and all improvements to the Property for the purpose of securing payment of assessments under the terms of the Declaration. The Association may appoint a successor trustee by approval of the Board and by recording a Notice of Substitution of Trustee as provided by Utah Code Ann. § 57-1-101 *et seq.* An Owner's acceptance of the Owner's interest in a Lot constitutes a simultaneous conveyance of the Lot in trust, with power of sale, to the trustee designated in this Section for the purpose of securing payment of all amounts due under the declaration and this chapter.
- 6.17 Subordination of Lien. A lien for assessments shall be subordinate to a first Mortgage now or hereafter placed upon a Lot. The sale of a Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments which became due prior to the foreclosure sale. A foreclosure will not relieve the personal obligation of any Owner to pay the assessments, late fees, and penalties assessed or incurred during such Owner's period of Ownership.

ARTICLE 7 – RESTRICTIONS ON USE

7.1 Use of Lots - Residential Use. Lots and Living Units in the Project are for residential use only. Some Lots may include a light office use. The use is further defined and limited by Farmington City zoning code. Each Lot and Owner is subject to the uses and restrictions imposed by such restrictions (including any parking restrictions) by Farmington City.

7.2 No Obstruction of Common Areas. There shall be no obstructions of the Common Areas by the Owners, Residents, and their tenants, guests or invitees without the prior written consent of the Board. The Board may, by Rules and Regulations, prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Lots or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Board, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the Common Areas except upon the prior written consent of the Board.

7.3 Cancellation of Insurance, Illegal Activity. Nothing shall be done or kept in any Lot or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof over what the Board, but for such activity, would pay, without the prior written consent of the Board. Nothing shall be done or kept in any Lot or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Board and the Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees.

7.4 Nuisances. No Owner or Resident shall create, maintain or permit a nuisance in, on or about the Project. For purposes of this Section a “nuisance” includes 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:

7.4.1 The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot, Living Unit, Limited Common Area, or the Common Areas;

7.4.2 The storage of any item, property or thing that will cause any Lot, Living Unit, Limited Common Area, or the Common Areas to appear to be in an unclean or untidy condition or that will be noxious to the senses.

7.4.3 The accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials so as to constitute an eyesore as reasonably determined by the Board or the Association;

7.4.4 The storage of any substance, thing or material upon any Lot, Limited Common Area, or in the Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;

7.4.5 The creation or maintenance of any noxious or offensive condition or activity in

or about any Lot, Limited Common Area, or the Common Areas;

7.4.6 Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other Owner, their guests or invites, particularly if the police or sheriff must be called to restore order;

7.4.7 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 Community by other residents, their guests or invites;

7.4.8 Excessive noise in, on or about any Lot, Limited Common Area, or the Common Areas, especially after 10:00 p.m. and before 7:00 a.m.;

7.4.9 Excessive traffic in, on or about any Lot, Limited Common Area, or the Common Areas, especially after 10:00 p.m. and before 7:00 a.m.;

7.4.10 Allowing a pet to be unleashed while outside of a Lot;

7.4.11 Continuous barking, meowing, or other animal noises;

7.4.12 Allowing a pet to urinate or defecate in the Limited Common Area, Common Areas, or failing to clean up immediately any feces deposited by a pet in the Limited Common Area or Common Area.

7.5 Rules and Regulations. No Owner or Resident shall violate the Rules and Regulations for the use of the Lots and of the Common Areas as adopted from time to time by the Board. An Owner or Resident shall be responsible to advise their guests and invitees about the Rules and Regulations and shall be responsible for their guests and invitees compliance with the Rules and Regulations.

7.6 Structural Alterations. Except for initial construction and landscaping performed by an agent of Declarant, no improvements, alterations, repairs, excavation or other work which in any way alters the exterior appearance of the Property or the improvements located thereon shall be made without the prior approval of the Board or, if created, the Architectural Control Committee. No building, fence, wall, or other structure shall be erected, maintained, improved, altered, made or done (including choice of exterior color scheme and building materials) without the prior written approval of the Board or Architectural Control.

7.7 Window Coverings. Under no circumstances shall any cardboard or tinfoil be used as window coverings in the Project. Additionally, no stickers or non-holiday decorations will be permitted in windows.

7.8 Signs. No signs shall be erected or maintained in the Common Areas without the prior written consent of the Board.

7.9 Pets. No animals, livestock, birds, insects, or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than two domesticated dogs or cats shall be allowed as long as said animals do not unreasonably bother or constitute a nuisance to others and provided such animals are kept in compliance with the Rules and Regulations of the Association. If the owner of a pet violates any Rules and Regulations, the Board shall have the express authority to issue citations or levy fines, and collect

these in the same manner as an unpaid assessment. In extreme cases, the Board may take other actions allowed by law to remove or restrict pets or other animals whose owners refuse to comply with Rules and Regulations regarding pets.

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

7.10.1 The Rules and Regulations regarding parking adopted by the Board from time to time.

7.10.2 No recreational, commercial or oversized vehicles shall be allowed within the Project unless said vehicle or trailer is kept at all times within the garage and the garage door is closed, except for purposes of loading or unloading passengers or supplies (for a period of time up to 24 hours).

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

7.10.4 No Owner or Resident, or their tenants, guests, or invitees, shall repair or restore any vehicle of any kind in, on a Lot (outside the garage), Limited Common Areas, or the Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

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

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

7.11 Aerials, Antennas, and Satellite Dishes. Aerials, antennas, and satellite dishes larger than three feet in diameter are prohibited. Aerials, antennas, and satellite dishes may not be installed on Common Areas. One antenna or satellite dish smaller than three feet in diameter may be installed within the Lot. The Board or Architectural Committee may create policies regarding the preferred installation locations to protect the aesthetics of the Project. The hierarchy of preferred installation locations may not unreasonably interfere with reception.

7.12 Rental Properties and Timeshares. The Board may restrict or prohibit the rental of any Living Unit in the Project in a manner consistent with the Community Association Act. Timeshares and time-sharing of Living Units within the Project is prohibited, and under no circumstances shall any Lot or Living Unit be owned or used for time sharing, including but not limited to a "Timeshare Interest" as that term is defined in Utah Code Ann. § 57-19-2(19), as amended.

7.13 Repair of Buildings. No improvement upon any Lot shall be permitted to fall into disrepair, and each such improvement shall be at all times be kept in good condition and repair and adequately painted or otherwise finished.

7.14 Subdivision of Lots. No Lot shall be further subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any such Lot, shall be conveyed or transferred by any Owner without the prior written approval of the Board. No Lot may be converted into a condominium or cooperative or other similar type of entity without the prior written approval of the Board. No further covenants, conditions, restrictions or easements shall be recorded against any Lot without the written consent of the Board being evidenced on the recorded instrument containing such restrictions, and without such approval such purported covenants, conditions, restrictions or easements shall be null and void. No applications for rezoning, variances, or use permits shall be filed without the written approval of the Board and then only if such proposed use in compliance with this Declaration.

7.15 Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Property.

7.16 Front Porches. Front porches are required to be maintained in a clean and tidy fashion. Any outdoor furniture kept on the front porch shall be well maintained and in good condition. Front porches shall not be used for storage. Examples of items prohibited from being kept on front porches include, without limitation, bicycles, toys, barbecues, trash receptacles, ash trays, and anything else which appears unkempt, dirty, or detracts from the appearance of the Project.

7.17 Off Road Vehicles. No off road motor vehicles, including but not limited snow mobiles, three wheelers or four wheelers may be driven on the roads, streets, footpaths, walkways, Limited Common Areas or Common Areas within the Project.

7.18 Firearms and Projectile Weapons. The use within the Project of firearms, airsoft guns, BB guns, pellet guns, archery equipment, or any other projectile weapon, however powered, is prohibited.

7.19 Temporary Structures. No structure of a temporary character shall be allowed to remain on any Lot. No trailer, tent, shed, or other outbuilding shall be used for residential purposes on any Lot, either permanently or temporarily. Nevertheless, Declarant may place one or more portable or temporary structure within the Property for purposes of improving or selling the Lots or any Living Units thereon and other temporary uses normally associated with construction shall be allowed provided such uses are maintained in good condition and do not interfere with any rights of the Declarant or any Owner hereunder and provided such uses are removed no later than completion of construction of the applicable Lot, Living Unit, or Common Area.

7.20 Architectural Control Committee. The Association may create an Architectural Control Committee ("ACC"). If an ACC is created, the ACC shall adopt design guidelines and other standards for construction within the Project and shall approve or deny plans for buildings or improvements proposed for construction, placement, alteration, or repair. Plans must be submitted to and approved by the ACC prior to the commencement of any construction. The ACC shall approve or deny plans within ten (10) days of submission. Failure to approve or deny within that time shall constitute an approval. During the period of Declarant's control, Declarant shall designate all members of the ACC. Following the period of Declarant's control, the Board shall designate at least three (3) individuals who are members of the Association to serve as members of the ACC. The Board may promulgate other guidelines and procedures relating to the ACC.

ARTICLE 8 – MEMBERSHIP IN THE ASSOCIATION

8.1 Membership. Each and every Owner, upon accepting title to a Lot, automatically becomes a member of the Association and agrees to be bound by the Covenants identified herein, by the Association's Bylaws, and by the Rules and Regulations which may be established, from time to time, by

the Board. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Membership will begin immediately upon becoming an Owner and shall terminate immediately upon ceasing to be an Owner. The rights and obligations of an Owner, and membership in the Association, shall not be assigned, transferred, pledged, conveyed or alienated in any way, except upon a transfer of ownership of such Lot, whether such conveyance is by deed, testamentary disposition, foreclosure of a deed of trust or mortgage, or other legal process for transfer of real property as is now in effect or may hereafter be established pursuant to the laws of the State of Utah. Ownership of a Lot within the Project cannot be separated from the Association membership appurtenant thereto, and any devise, conveyance, or other disposition of a Lot shall constitute a devise, conveyance, or other disposition, respectively, of such Owner's membership in the Association. The foregoing is not intended to include conveyances made solely for purpose of securing performance of an obligation. No person or entity other than an Owner may be a member of the Association.

8.2 Voting Rights. There shall be one class of membership in the association. Under no circumstance shall more than one (1) vote be allotted or exercised per Lot. During the period of Declarant's control, as defined below, all matters requiring a vote of the Owners or otherwise submitted to a vote of the Owners shall be approved and implemented only if the Declarant also approves such matters. After the period of Declarant's control, all matters submitted to a vote of the Association shall be decided by the votes of the Owners. Voting shall be governed by restrictions and procedures set forth in the Bylaws.

8.3 Status and Authority of Board. The Board is the governing body of the Association. It is obligated to manage, operate, and maintain the Project and to enforce the Governing Documents. The Board has exclusive authority to act in the Association's name. Any action taken by the Board on behalf of the Association will be deemed to be done in the Association's name. The rights and powers of the Board are set forth in the Bylaws.

8.4 Composition and Selection of Board. Initially, the Board shall consist of three (3) Directors. During the period of Declarant's control, the Board shall consist of Directors selected by Declarant. Following the period of Declarant's control, the Bylaws govern the composition of the Board.

8.5 Other Officers. The Association shall have such other officers, managers, or agents as provided for by this Declaration or the Bylaws.

8.6 Adoption of Bylaws. The Association has adopted the Bylaws, a copy of which are attached to this Declaration.

ARTICLE 9 – DECLARANT RIGHTS

9.1 Declarant's Administrative Control of Association. For purposes of this Declaration, the period of Declarant's control shall mean the time commencing with the organization of the Association and continuing until the time of a Turnover Meeting held, after thirty (30) days written notice to all Owners then holding title to any Lot in the Project, for the purpose of voluntarily surrendering all rights relating to control of the Board or the activities of the Association. The Turnover Meeting shall be held at any time of Declarant's choosing, but in no event later than three (3) years from the date the last Lot to be developed within the Project is sold. At or after the Turnover Meeting, the Owners shall elect three (3) Directors pursuant to the voting procedures set forth in the Bylaws. During the period of Declarant's control, Declarant shall have the right to appoint the Directors of the Board and require that all actions of the Association or the Board be approved by Declarant.

9.2 Other Rights. In addition to any other rights under the Governing Documents, as long as Declarant owns at least one Lot within the Property Declarant shall have the following rights.

9.2.1 Sales Office and Model. Declarant shall have the right to maintain a sales office and model on one or more of the Lots which Declarant owns. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models for ordinary business purposes during reasonable hours any day of the week.

9.2.2 For Sale Signs. Declarant may maintain a reasonable number of "For Sale" signs, the size of which may be determined by Declarant, at reasonable locations on the Property, including without limitation, the Common Property.

9.2.3 Declarant Exemption. Unless otherwise provided by a provision of the Governing Documents, Declarant shall be exempt from the provisions of the Governing Documents.

9.3 Easements Reserved to Declarant.

9.3.1 Declarant reserves, for itself and its successors and assigns, non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Map as "public utility easement" or otherwise designated as an easement area, over any road or Common Area on the Project, and over those strips of land running along the front, rear, side and other Lot lines of each Lot shown on the Map.

9.3.2 Declarant reserves, for itself and its successors and assigns, an easement, and the right to grant easements to any person, individual, corporate body, or municipality, across, over, under, upon, and through any Lot, Common Area, Limited Common Area, road, street, open space, or other portion of the Project, for the installation, construction, maintenance, reconstruction and repair of public, quasi-public, or private utilities to serve the Property and the Lots therein, including but not limited to the mains, conduits, pipelines, underground or above-ground lines and cables, transmission facilities, meters and other facilities and appurtenances necessary or useful for the provision of water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public, quasi-public or private services or utilities deemed by Declarant necessary or advisable to provide any service to the Project or any Lot, Common Area, Limited Common Area, or other portion thereof.

9.3.3 Declarant reserves, for itself and its successors and assigns, an easement to enter upon the Common Areas and Limited Common Areas for maintenance, repair, replacement, and such other purposes as Declarant deems necessary, including the right to make openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and the right to make such alterations of the contour of the land as may be necessary or desirable to affect such purposes.

9.3.4 Declarant reserves, for itself and its successors and assigns, of a non-exclusive easement and right-of-way in, through, under, over and across the Common Area 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 Project and the provision of utility services, and related services and facilities.

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

9.3.7 Declarant reserves, for 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 or improvement built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or maintain any slope.

9.3.8 Declarant reserves, for itself, its successors and assigns, and any Builder and their successors and assigns, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property other than those Lots conveyed to Owners, including any Common Area which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Project.

The Declarant will take reasonable steps, and will ensure that any Builder takes reasonable steps, to avoid unduly interfering with the beneficial use of the Lots by Owners.

ARTICLE 10 – COMPLIANCE AND ENFORCEMENT

10.1 Compliance. Each Owner or Resident of a Lot shall comply with the provisions of the Governing Documents and the Rules and Regulations adopted pursuant thereto and any applicable statute. Failure to comply therewith shall be grounds for an action or suit maintainable by the Association or an aggrieved Owner. The Association or Owner seeking to enforce such provisions shall be entitled to an award of reasonable attorney fees in any action in which the Association or Owner prevails.

10.2 Remedies. Violation of any provisions of the Governing Documents, or of any decision of the Association made pursuant to such documents, shall give the Board acting on behalf of the Association, the right, in addition to any other rights set forth in the Governing Documents, or under law, to do, any or all of the following after giving notice and an opportunity to be heard:

10.2.1 To enter the Lot which or as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the Board shall not thereby be deemed guilty of any manner of trespass, provided that judicial proceedings shall be instituted before any structures or improvements may be altered or demolished. Costs and attorney's fees relating to this remedy shall be charged to the defaulting Owner as an Individual Assessment;

10.2.2 To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;

10.2.3 To levy reasonable fines pursuant to a schedule of fines adopted by resolution of the Board;

10.2.4 To terminate the right to receive utility services paid for out of assessments, if

any, or, except for the right to an assigned parking space, to terminate the right of access to and use of recreational and service facilities of the Association, until the correction of the violation has occurred;

10.2.5 To suspend the voting rights and the rights to use of the Common Area after notice and an opportunity for hearing for any infraction of any of the Governing Documents; or

10.2.6 To bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration, the Bylaws and any rules or regulations adopted pursuant thereto. Costs and attorney's fees shall be an Individual Assessment.

10.3 Action by Owners. Subject to any limitation imposed under the Governing Documents or Utah law, an aggrieved Owner may bring an action against such other Owner or the Association to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

10.4 Injunctive Relief. Nothing in this Section shall prevent an Owner, the Association, or other interested party from resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

10.5 Hearing. The Board shall, by resolution, promulgate procedures for hearings. When a hearing is requested or required, the hearing shall be conducted in accordance with the Board's resolution on hearings.

ARTICLE 11 – INSURANCE

11.1 Types of Insurance Maintained by the Association. The Association shall maintain the following policies of insurance:

11.1.1 Property and liability insurance for the Project as required by Sections 401 through 407 of the Community Associations Act, as the same may be amended or replaced from time to time; and

11.1.2 Such other policies as Board may, from time to time, deem appropriate to carry.

11.1.3 Other insurance policies the Association may be required to carry by any applicable statute, local ordinance, or administrative rule.

The Board may adopt insurance rules and policies to maintain the insurability of the Project, keep the premiums reasonable, and enforce responsibilities of the Owners.

11.2 Insurance Company. The Association shall use an insurance company knowledgeable with community association insurance, which is licensed in Utah.

11.3 Premium as Common Expense. The premiums for the Association's insurance policies shall be a Common Expense.

11.4 Insurance by Owner. Owners shall obtain insurance covering the personal property and contents of any Lot or Living Unit, and for general liability. Each Owner of an improved Lot shall also maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance, in an amount not less than one hundred percent (100%) of the current replacement value of structures or other improvements on the Lot.

11.5 Payment of Deductible. The deductible on a claim made against an Association policy shall be allocated amongst the parties to the loss as described in Section 405 of the Community Association Act, as the same may be amended or replaced from time to time.

11.6 Right to Adjust Claims. The Association has the right and authority to adjust claims.

11.7 Damage to the Project/Insurance Proceeds. If the Project is damaged or destroyed, the Association shall follow the provisions of Section 407 of the Community Association Act, as the same may be amended or replaced from time to time, to determine whether to rebuild and how to use insurance proceeds.

ARTICLE 12 – AMENDMENT AND DURATION

12.1 Amendments.

12.1.1 Approval Required. During the period of Declarant's control, Declarant shall have the right to amend this Declaration without the consent of any Owner, unless consent is otherwise required by the City or under applicable law. During the period of Declarant's control, the written consent of Declarant is required for any other amendment to this Declaration or the Map. After the Turnover Meeting, this Declaration may be amended by approval of Owners holding at least sixty-seven percent (67%) of the voting rights of the Association.

12.1.2 Execution and Recordation. An amendment shall not be effective until the amendment is certified by the president and secretary of the Association as being adopted in accordance with this Declaration is acknowledged and is recorded in the Salt Lake County Recorder's Office, Utah.

12.2 Duration. This Declaration shall run with the land and shall be and remain in full force and effect at all times with respect to all land included within the Project.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.1 Professional Management. The administrative functions of the Association may be managed by a professional management company. The Board may select the professional management company using criteria set by the Board and complying with Utah law.

13.2 Invalidity; Number; Captions. The invalidity or unenforceability of any Section or other part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include the plural and the plural the singular. Use of a masculine, feminine or neuter pronoun or other term shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

13.3 Joint Owners. In any case in which two or more Persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such Persons shall constitute the act or consent of all Persons holding an ownership interest in such Lot; provided, however, that in the event such Persons disagree among themselves as to the manner in which any vote or right of

consent held by them shall be exercised with respect to a pending matter, any Person holding an ownership interest in such Lot may deliver written notice of such disagreement to the Board, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter in accordance with the Bylaws.

13.4 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration, the Bylaws and Rules and Regulations adopted by the Association restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

13.5 Covenants Run with the Land. The Declaration contains covenants which run with the land. The Declaration shall be binding upon and inure to the benefit of the Association, all parties who hereafter acquire any interest in or occupy a Lot or any part of the Project, their heirs, successors, assigns, grantees, devisees, personal representatives, guests, and invitees. Each Owner or Resident shall comply with the Governing Documents. All interests in the Lots shall be subject to the Governing Documents. Failure to comply shall be grounds for an action for damages or injunctive relief by the Association or an Owner. By acquiring any interest in a Lot, each Owner or Resident agrees to be bound by the Governing Documents.

13.6 Waiver, Precedent and Estoppel. No restriction, condition, obligation or provision contained in this Declaration or Rules and Regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association or any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association or Owner as to any similar matter. Any waiver of any right or remedy provided for by the Governing Documents must be in a writing signed by the Association or Owner waiving the right or remedy.

13.7 Notice of Sale, Mortgage, Rental, or Lease. Immediately upon the sale, mortgage, rental, or lease of any Lot, the Owner shall promptly inform the Association's secretary or manager of the name and address of said grantee, vendee, mortgagee, lessee, or tenants.

13.8 Mandatory Pre-Litigation Requirements.

13.8.1 Statement of Intent. Every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, any inspection on any Living Unit that Owner is purchasing or any aspect of the Project; all prior to purchasing a Living Unit. Moreover, if any warranty has been provided, it identifies the only items that are warranted by the Declarant. Having had the ability to inspect prior to purchasing a Living Unit, having received a written warranty if any warranty is provided, and having paid market price for a Living Unit in the condition it and the Living Units and Common Area are in at the time of purchase, it is acknowledged that it is unfair and improper to later seek to have the Declarant and/or any subcontractor performing work in the Project to change, upgrade, or perform any additional work to the Project outside of any express warranty obligation. Moreover, the Owners (by purchasing a Living Unit) and the Declarant acknowledge and agree that litigation is an undesirable method of resolving disputes and conflicts in that it can be slow, expensive, uncertain, and can often negatively impact the sale value and ability to obtain financing for the purchase of Living Units for years, unfairly prejudicing those Owners who must or want to sell their Living Unit during any period when litigation is pending. For this reason, the Owners by purchasing a Living Unit and the Declarant

agree and acknowledge that before any claims or disputes are pursued through court action, all of the "Pre-Litigation Requirements" set forth below shall be satisfied. In addition, the Association and the Owners agree that they take ownership and possession of the Living Units, Common Areas, and Limited Common Areas AS IS, with no warranties of any kind except as set forth in a written warranty or as otherwise required as a matter of law. The Declarant specifically disclaims any warranties of merchantability, fitness for a particular use, or of habitability, to the full extent allowed by law.

13.8.2. Notice of Claim (Applicable to All Owners and the Association). All claims and disputes of any kind that any Owner or the Association may have involving the Declarant, or any agent, employee, executing officer, manager, affiliate or owner of the Declarant, or any engineer or contractor involved in the design or construction of the Project, which arises from or is in any way related to a Living Unit, Building, Common Areas and Facilities, Limited Common Areas and Facilities, or any other component of the Project (a "Dispute"), shall first be identified in a written Notice of Claim (defined below) delivered to the Declarant, and the Declarant shall have one hundred fifty (150) days to cure or resolve the claim or defect or to try to get the builder or the appropriate subcontractor to cure or resolve the claim or defect, prior to initiating any formal court action. If the Dispute is not resolved within the 150-day right to cure period, then with respect to any claims, actions or Disputes that the Association desires to pursue, the "Pre-Litigation Requirements" set forth below must be satisfied in full before initiating formal court action. If additional, different, or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against the Declarant that were not included in any previously submitted Notice of Claim, the right to cure period provided for in this section shall immediately apply again and any pending action or proceedings shall be stayed during the 150-day period.

For purposes of the above provision, "Notice of Claim" shall mean and include the following information: (1) an explanation of the nature of the claim, (2) a specific breakdown and calculation of any alleged damages, (3) a specific description of the claim along with any supporting opinions, information, or factual evidence upon which the claim is based, (4) photographs of any alleged condition, if applicable, (5) samples of any alleged defective conditions or materials, (6) all efforts taken to avoid, mitigate, or minimize the claim or any alleged damages arising therefrom, and (7) the names, phone numbers, and address of each person providing factual information, legal or factual analysis, or legal or factual opinions related to the claim.

13.8.3 Pre-Litigation Requirements for the Association. Notwithstanding any other provision to the contrary in this Declaration, the Association shall not file, commence or maintain any lawsuits, actions or legal proceedings against Declarant, the individual managers, owners, members or officers of Declarant, Declarant's contractors, engineers or architects, or any other person or entity involved in the design or construction of the Living Units unless and until the Notice of Claim requirements set forth above have been satisfied, and all of the following "Pre-Litigation Requirements" have been satisfied:

A. The Association has obtained a legal opinion from an attorney licensed to practice law in Utah having at least ten (10) years of experience, with the legal opinion providing in substance the following: (i) a description of the factual allegations and legal claims to be asserted in the action; (ii) an analysis of the facts and legal claims explaining why it would be in the best interests of the Association to file and pursue such action, taking into account the anticipated costs and expenses of litigation, the likelihood of success on the merits of the claims, and the likelihood of recovery if a favorable judgment is obtained by the Association; and (iii)

providing a budget of the estimated amounts of legal fees, costs, expert witness fees and other expenses likely to be incurred in connection with such action (the "Litigation Budget");

B. A copy of the opinion letter described in subsection (a) above has been provided to all Owners, and, after the Owners have had a reasonable period of time to review the opinion letter, the decision for the Association to file the subject action has been approved by Owners (excluding Declarant) who collectively hold at least sixty-five percent (65%) of the total votes in the Association; and

C. The Association has collected funds from the Owners, by special assessment or otherwise, equal to at least one-half (1/2) of the Litigation Budget as set forth in the opinion letter obtained pursuant to subsection (a) above.

The purposes of these requirements include the following: (i) to minimize the risks to the Association of pursuing litigation involving claims that lack merit; (ii) to minimize the risks of becoming involved in litigation that is unlikely to be successful or, even if successful, will not result in meaningful recovery sufficient to justify the costs and expenses of litigation; and (iii) to avoid becoming involved in litigation without sufficient support from the members of the Association financially and otherwise. If any claims or actions of the Association are filed without satisfying all of the requirements of subsections (A), (B) and (C) above, such claims/action shall be dismissed without prejudice and shall not be re-filed unless and until all such requirements have been satisfied. In any action to enforce the requirements of this Section, the prevailing party shall be entitled to an award of reasonable attorney fees and costs. For purposes of clarity, this Section and the requirements set forth herein shall not apply to any actions or legal proceedings filed by the Association to recover payment of any annual assessments, special assessments, reimbursement assessments or other amounts required to be paid by Owners to the Association under this Declaration, nor does this Section apply to claims or actions that individual Owners may file relating solely to their own properties. Individual Owners, however, shall not be allowed to file or pursue any actions or claims for other Owners or for the Association.

13.9 Service of Process. The registered agent of the Association will be the Person named in the corporate records on file with the Utah State Department of Commerce, Division of Corporations. If the corporate status of the Association expires, the president shall be the successor agent. The name and address of the president shall be kept with the Association's records at its principal place of business.

13.10 Conflicts. If the Declaration conflicts with the Community Association Act, the Community Association Act shall control. If the Declaration conflicts with the Map, the Map shall control. If the Declaration conflicts with the Bylaws, Articles, or rules, the Declaration shall control.

IN WITNESS WHEREOF, the Declarant executed, delivered and recorded this Declaration.

DATED this 18th day FEBRUARY, 2015.

DECLARANT

Oakwood Homes of Utah, LLC

By: _____
Printed Name: JAMES DEAN
Title: VP LAND

STATE OF UTAH)
County of Salt Lake) :ss.

The foregoing instrument was acknowledged before me this 18 day of February,
2015 by James Dedin as the VP Land of Oakwood Homes of Utah, LLC.

Amanda Edwards
NOTARY PUBLIC

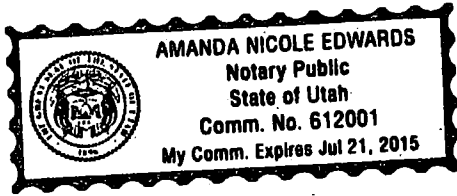


Exhibit A

Legal Description of the Property/Project

08 - S45 - 0101 to 0155

08 - 072 - 0026

EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to herein is situated in the County of Davis, State of Utah, and is described as follows:

Proposed Avenues at the Station, more particularly described as:

Beginning at a point on the Westerly Right of Way line of 1100 West Street, said point being also South 00°07'49" East, along the Section line 304.93 feet and West 66.00 feet from the East Quarter Corner of Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence West 188.65 feet to the Easterly Right-of-Way Line of the old Denver and Rio Grande Western Railroad; thence, along said Easterly Right-of-Way Line, north 34°42'21" West 1210.88 feet to the Southerly Right-of-Way Line of Clark Lane; thence along said Southerly Right-of-Way Line, the following four (4) courses: (1) South 89°47'40" East 506.35 feet, (2) South 88°37'51" East 89.23 feet, (3) Easterly 116.98 feet along the arc of a 5760.06 foot radius curve to the left, chord bears South 89°12'45" East 116.98 feet, (4) South 89°47'40" East 54.57 feet, thence South 00°12'20" West 7.11 feet; thence South 89°46'41" East 11.14 feet; thence Southeasterly 55.67 feet along the arc of a 59.50 foot radius curve to the right, chord bears South 63°00'48" East 53.66 feet; thence Southeasterly 31.31 feet along the arc of a 110.50 foot curve to the left, chord bears South 44°19'43" East 31.21 feet; thence Southeasterly 49.55 feet along the arc of a 79.50 foot radius curve to the right, chord bears South 34°35'27" East 48.75 feet to said Westerly Right-of-Way Line of 1100 West Street; thence, along said Westerly Right-of-Way Line, the following two (2): (1) South 00°11'00" East 591.01 feet, (2) South 00°07'49" East 304.72 feet to the point of beginning.

Exhibit B
Copy of the Map

Exhibit C

Bylaws of Avenues at the Station Homeowners Association

BYLAWS
OF
THE AVENUES AT THE STATION HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is Avenues at the Station Homeowners Association, hereinafter referred to as the "Association." The principal office of the Association shall be located at 206 Winchester Street, Murray Utah 84107 (or at such other location as the Board may designate), but meetings of Owners and Board Members may be held at such places within the State of Utah as may be designated by the Board.

ARTICLE II
DEFINITIONS

Section 1. "Act" shall mean and refer to the Community Association Act, Utah Code Ann. 57-8a-101, *et seq.*

Section 2. "Association" shall mean and refer to Avenues at the Station Homeowners Association, and its successors and assigns.

Section 3. "Board" shall mean and refer to the Board of Directors of the Association, with all powers as stated in the Declaration, the Articles of Incorporation of the Association, and these Bylaws.

Section 4. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for Avenues at the Station, filed of record in the Davis County Recorder's Office in the State of Utah, as the Declaration may be amended in accordance with its terms and provisions.

Section 5. "Directors" shall mean and refer to those individuals who are members of the Board. The singular Director shall refer to the singular of the Directors.

Section 6. All other capitalized terms used herein shall have the same meaning as stated elsewhere in these Bylaws or in the Declaration.

ARTICLE III
MEMBERSHIP IN ASSOCIATION; MEETING OF OWNERS; VOTING

Section 1. Membership in Association. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. The Association shall have only one (1) class of Membership, and each Lot in the Project shall be entitled to one (1) vote. Membership will begin immediately and automatically

upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If a Lot is owned by more than one person, the membership appurtenant to that Lot shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Lot is held. Owners shall be entitled to exercise one (1) vote, for each Lot owned. Membership shall be appurtenant to the Lot to which it relates and shall be transferred automatically by conveyance of that Lot. Ownership of a Lot within the Project cannot be separated from the Association membership appurtenant thereto, and any devise, conveyance or other disposition of a Lot shall constitute a devise, conveyance or other disposition, respectively, of such Owner's membership in the Association and the rights appurtenant thereto. The foregoing is not intended to include conveyances made solely for the purpose of securing performance of an obligation. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Lot.

Section 2. Voting. Unless otherwise stated herein, or in the Declaration, all voting shall be by a majority vote of all votes cast. During the period of Declarant's control (as identified in the Declaration), all matters requiring a vote of the Owners or otherwise submitted to a vote of the Owners shall be approved and implemented if and only if the Declarant also approves such matters. After the period of Declarant's control, all matters submitted to a vote of the Association shall be decided by the votes of the Owners. A change in the ownership of a Lot shall be effective for voting purposes from the time the deed or other instrument effecting such change is recorded, or, in connection with Owners who are vendees under an installment purchase contract, upon the full execution of the installment purchase contract. Thereafter, the new Owner shall give the Board written notice of such change of ownership and provide satisfactory evidence thereof. The vote for each Lot must be cast as one vote, and fractional votes shall not be allowed. In the event that a Lot is owned by more than one (1) Owner the vote for the Lot shall be cast as such Owners decide among themselves. In the event such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that such Owner was acting with the authority and consent of all other Owners of the same Lot unless objection thereto is made at the time the vote is cast. In the event more than one Owner attempts to cast the vote for a particular Lot, the vote for that Lot shall be deemed void and shall not be counted.

Section 3. Annual Meeting. The first annual meeting of the Association shall be held in June following the date of incorporation of the Association, and each subsequent regular, annual meeting of the Association shall be held in June of each year thereafter. The Board may change the date of the annual meeting provided it gives reasonable advance notice to all Owners.

Section 4. Special Meetings. Special meetings of the Association may be called at any time by the Board, or upon written request of the Owners who are entitled to vote thirty percent (30%) of all of the total votes.

Section 5. Notice of Meetings. Written notice of each meeting of the Association shall be given by, or at the direction of, the Secretary or person authorized by the Board to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days, and no more

than sixty (60) days, before such meeting to each Owner entitled to vote, addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Those present at the meeting may vote to continue the meeting to any date within 30 days. Notice of the continued meeting will be given by mail, and at the subsequent continued meeting, a quorum will consist of those Owners present. The President of the Association will give notice of any meetings, and will chair meetings of the Owners.

Section 6. Quorum. The presence at the meeting of Owners entitled to cast, or of proxies entitled to cast, fifty-one percent (51%) of the total number of votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise stated in the Declaration, the Articles of Incorporation, or these Bylaws, an action supported by majority of the votes cast at any meeting where a quorum is present shall be the action of the Association.

Section 7. Proxies. At all meetings of the Association, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his or her Lot.

ARTICLE IV BOARD; SELECTION; TERM OF OFFICE

Section 1. Nomination and Tenure. The Declarant shall select the three initial Directors, and the Declarant shall decide who serves on the Board during the time of Declarant's control. Upon the expiration or termination of the period of Declarant's control, the Owners at the next annual Association meeting shall elect three (3) Directors from among the Owners. Each of the three elected Directors shall draw lots to divide themselves into terms of one, two and three years. At each successive annual meeting, the Owners shall elect a Director to replace the Director whose term has expired or is then expiring. Each newly elected Director shall serve for a three year term. So long as a quorum is present, a simple majority of the votes cast shall elect a Director. If a quorum is not present at a meeting, the other Directors shall select a new Director. Nomination for election to the Board may be made by the Directors. Nominations may also be made from the floor at the annual meeting. If any Director resigns, is removed by majority vote of the Board, dies, or is otherwise unwilling or unable to serve during his or her term, the remaining Directors may appoint another Owner to serve as Director during the remainder of such term.

Section 2. Election. Election to the Board shall be by secret written ballot. At such election the Owners or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. There shall be no cumulative voting.

Section 3. Number of Directors. The Board shall consist of not less than three (3) Directors and not more than five (5) Directors. An odd number of Directors shall be required at all times. The initial number of Directors shall be three (3).

ARTICLE V
MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held as frequently as the Board deems appropriate, but at least annually, at such place and hour as may be fixed from time to time by resolution of the Board. Should such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD; APPLICABILITY OF THE ACT

Section 1. Powers. The Board shall have power to:

- A. Adopt and publish rules and regulations governing the use of the Maintenance Areas, and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;
- B. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Owners by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- C. Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board; and
- D. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties, and to carry out through the manager those of its functions which are properly the subject of delegation.

Section 2. Duties. It shall be the duty of the Board to:

- A. Cause to be kept a complete record of all its acts and corporate affairs and to

present a statement thereof to the Owners at the annual meeting of the Association, or at any special meeting when such statement is requested in writing by the Owners who are entitled to vote thirty percent (30%) of the total votes;

B. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

C. To:

1. Fix the amount of the annual assessment against each Lot at least fifteen (15) and no more than sixty (60) days in advance of each annual assessment period, and fix the amount of any special assessments against each Lot;

2. Send written notice of each annual assessment to every Owner subject thereto at least fifteen (15) and no more than sixty (60) days in advance of each annual assessment period and similar notice for imposition of each special assessment; and

3. Foreclose the lien (at the option of the Board) against any Lot for which assessments are not paid within ninety (90) days after due date or to bring an action at law (at the option of the Board) against the Owner personally obligated to pay the same.

D. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

E. Procure and maintain insurance in accordance with the provisions relating to insurance in the Act;

F. Establish a reserve fund and conduct a reserve fund analysis in accordance with the provisions relating to reserve funds in the Act;

G. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

H. Cause the Maintenance Areas to be properly maintained.

Section 3. Applicability of the Act. The provisions of the Act shall apply and govern the Association's rights with respect to levying of assessments, collection of assessments, and remedies that apply in the event of non-payment of assessments.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President, a

Vice-President, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create. Following the expiration or termination of the period of Declarant's control, all officers of the Association must be Owners of Lots in this Project.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Association.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or are otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special officers created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

A. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments of the Association, and shall co-sign all checks and promissory notes. Provided approval has been obtained as provided in the Declaration, the President shall execute any amendments to Declaration and deliver the same to the Secretary for certification and recordation.

Vice-President

B. The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

Secretary

C. The Secretary shall record the votes and keep the minutes of all things and proceedings of the Board and of the Owners; serve notice of meetings of the Board and of the Owners; keep appropriate current records showing the Owners of the Association together with their addresses; certify that any amendments to the Declaration have received the required approval and have been executed by the President and shall record the same; and shall perform such other duties as required by the Board.

Treasurer

D. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the ownership at its regular annual meeting, and deliver a copy of each to the Owners.

ARTICLE VIII
COMMITTEES

The Association may appoint Committees as is deemed appropriate in carrying out its purposes.

ARTICLE IX
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Owner. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Owner at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X
ASSESSMENTS

As more fully set forth in the Declaration, each Owner is obligated to pay to the Association all assessments and the Owner's obligation to pay such assessments is secured by a continuing lien upon the Owner's Lot. Any assessment which is not paid when due shall be delinquent. If the assessment is not paid on time, then the Board has the authority to establish late fees from time to time and collect the same from the delinquent Owner. The Association may bring an action at law against the Owner personally obligated to pay the assessments and late fees or foreclose the lien against the Lot in the manner provided by the Act, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments and late fees provided for herein or provided in the Declaration by nonuse of the Maintenance Areas or abandonment of his or her Lot.

ARTICLE XI
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Association, by a vote, in person or by proxy, of the Owners entitled to cast at least sixty-seven percent (67%) of the total votes; provided, however, that no amendment to the Bylaws shall be adopted that is inconsistent with or contradicts any provisions of the Declaration unless and until the Declaration is also amended (in accordance with the amendment requirements of the Declaration) to resolve such inconsistency or contradiction.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

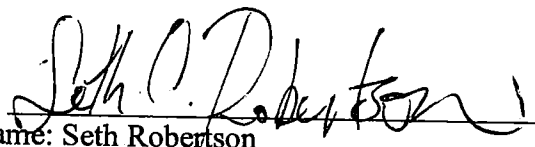
ARTICLE XII
MISCELLANEOUS

The fiscal year of the Association shall begin on January 1 and end on December 31 of every year, except that the first fiscal year shall begin on the date of incorporation.

In witness whereof, we, the undersigned initial three (3) Directors of the Association have hereunto set our hands as of the 12th day of February, 2015.

Signature: 
Printed Name: Benson Whitney

Signature: 
Printed Name: John Kollman

Signature: 
Printed Name: Seth Robertson