

DECLARATION OF CONSOLIDATION
AND
AMENDED AND RESTATED
DECLARATION
OF
COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR
VALENTINE ESTATES
OWNERS ASSOCIATION,
INC.
IN
DAVIS COUNTY, UTAH

Record against parcel nos.: 06-082-0132; 06-082-0137 to -0138; 06-082-0141; 06-082-0191; 06-082-0238 to -0240; 06-260-0001 to -0032; 06-262-0101 to -0117; 06-321-0201 to -0211; 06-327-0301 to -0311; 06-331-0401 to -0411; 06-340-0501 to -0507; 06-328-0301 to -0341; 06-340-0501 to -0511; 06-348-0601 to -0613; 06-358-0701 to -0711; 06-366-0801 to -0811; 06-273-0201 to -0240; 06-318-0001 to -0117; 06-322-0201 to -0226; 06-328-0301 to -0341; 06-359-0301 to -0331.

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DECLARATION OF CONSOLIDATION
AND
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
**VALENTINE ESTATES OWNERS ASSOCIATION,
INC.**

This DECLARATION OF CONSOLIDATION AND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VALENTINE ESTATES OWNERS ASSOCIATION, INC. is adopted by the Valentine Estates Owners Association, Inc. (the “**Association**”) and the Valentine Estates Pool Owners Association, Inc., and is effective as of the date it is recorded in the Davis County Recorder’s Office. The Association is the surviving nonprofit corporation following the merger of the Valentine Estates Owners Association Inc. and the Valentine Estates Pool Owners Association, Inc.

RECITALS

VALENTINE ESTATES OWNERS ASSOCIATION, INC.

- A. Real property in Davis County, Utah, known as Valentine Estates was subjected to certain covenants, conditions, and restrictions, as set forth in paragraphs B through LL, below.
- B. An initial declaration entitled “Valentine Estates Phase 1 Homeowner’s, Inc. Supplemental Declaration of Covenants, Conditions and Restrictions” was recorded in the Davis County Recorder’s Office on May 9, 2006 as Entry No. 2166826, in Book 4030 beginning at Page 769 (the “Enabling Declaration”).
- C. A plat map entitled “Valentine Estates Phase 1” was recorded in the Davis County Recorder’s Office on May 9, 2006 as Entry No. 2166825, containing 18 Lots in Valentine Estates Phase 1 and Parcels E through J, which is the land described by the boundary description attached as Exhibit A to the Enabling Declaration.
- D. A plat map entitled “Valentine Estates Townhomes Phase 1” was recorded in the Davis County Recorder’s Office on May 18, 2006 as Entry No. 2169262, which contains 14 Townhomes Lots within Parcel F as described on the Valentine Estates Phase 1 plat, and within the boundary description attached as Exhibit A to the Enabling Declaration.
- E. A plat map entitled “Valentine Estates Phase 2” was recorded in the Davis County Recorder’s Office on February 5, 2007 as Entry No. 2241750.
- F. A “Second Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Plat A Homeowner’s Inc.” was recorded in the Davis County Recorder’s Office on February 5, 2007 as Entry No. 2241751, in Book 4213 beginning at Page 499.
- G. A “Declaration of Covenants, Conditions and Restrictions” was recorded in the Davis County Recorder’s Office on August 29, 2008 as Entry No. 2389249 in Book 4605 beginning at Page 247.
- H. A plat map entitled “Valentine Estates Cottage Homes Phase 1” was recorded in the Davis County Recorder’s Office on July 15, 2009 as Entry No. 2467386.

- I. A “Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Phase 1” was recorded in the Davis County Recorder’s Office on July 27, 2009 as Entry No. 2470077 in Book 4825 beginning at Page 641.
- J. A plat map entitled “Valentine Estates Townhomes Phase 2” was recorded in the Davis County Recorder’s Office on September 3, 2009 as Entry No. 2479373 which contains 10 Townhomes Lots within a portion of Parcel H as described on the Valentine Estates Phase 1 plat, and within the boundary description attached as Exhibit A to the Enabling Declaration.
- K. A plat map entitled “Valentine Estates Cottage Homes Phase 2” was recorded in the Davis County Recorder’s Office on September 22, 2009 as Entry No. 2482508.
- L. A “Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Phase 1” was recorded in the Davis County Recorder’s Office on October 8, 2009 as Entry No. 2486207 in Book 4876 beginning at Page 621.
- M. A “Supplemental Declaration of Covenants and Restrictions for Valentine Estates Phase 1 (Townhomes Phase 2)” was recorded in the Davis County Recorder’s Office on October 27, 2009 as Entry No. 2489607 in Book 4889 beginning at Page 1228.
- N. A plat map entitled “Valentine Estates Townhomes Phase 3” was recorded in the Davis County Recorder’s Office on February 26, 2010 as Entry No. 2513852 which contains 10 Townhomes Lots within a portion of Parcel J as described on the Valentine Estates Phase 1 plat, and within the boundary description attached as Exhibit A to the Enabling Declaration.
- O. A “Supplemental Declaration of Covenants and Restrictions for Valentine Estates Phase 1 (Townhomes Phase 3 & 4)” was recorded in the Davis County Recorder’s Office on February 26, 2010 as Entry No. 2513853 in Book 4970 beginning at Page 944.
- P. A plat map entitled “Valentine Estates Phase 3” was recorded in the Davis County Recorder’s Office on March 3, 2010 as Entry No. 2514689.
- Q. A “Supplemental Declaration of Covenants and Restrictions for Valentine Estates Phase 1 (Phase 3)” was recorded in the Davis County Recorder’s Office on March 3, 2010 as Entry No. 2514690 in Book 4973 beginning at Page 741.
- R. A plat map entitled “Valentine Estates Townhomes Phase 4” was recorded in the Davis County Recorder’s Office on March 29, 2010 as Entry No. 2519449 which contains 10 Townhomes Lots within a portion of Parcel J as described on the Valentine Estates Phase 1 plat, and within the boundary description attached as Exhibit A to the Enabling Declaration.
- S. A “Supplemental Declaration of Covenants and Restrictions for Valentine Estates Phase 1 (Townhomes Phase 1)” was recorded in the Davis County Recorder’s Office on April 16, 2010 as Entry No. 2523287 in Book 5005 beginning at Page 1350.
- T. A “Supplemental Declaration of Covenants and Restrictions for Valentine Estates Phase 1 (Townhomes Phase 1)” was recorded in the Davis County Recorder’s Office on April 16, 2010 as Entry No. 2523025 in Book 5005 beginning at Page 360.
- U. An “Amendment to the Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Phase 1 (Cottages Phases 1 and 2)” was recorded in the Davis County Recorder’s Office on April 22, 2010 as Entry No. 2524140 in Book 5009 beginning at Page 208.

- V. A “Supplemental Declaration of Covenants and Restrictions for Valentine Estates Phase 1 (Townhomes Phase 1)” was recorded in the Davis County Recorder’s Office on August 30, 2010 as Entry No. 2549068 in Book 5098 beginning at Page 92.
- W. The “Bylaws of Valentine Estates Owners Association” were recorded in the Davis County Recorder’s Office on October 28, 2010 as Entry No. 2562909 in Book 5140 beginning at Page 823.
- X. A “Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Phase 1 (Townhomes Phase 1)” was recorded in the Davis County Recorder’s Office on August 1, 2011 as Entry No. 2609681 in Book 5326 beginning at Page 895.
- Y. A plat map entitled “Valentine Estates Townhomes Phase 5” was recorded in the Davis County Recorder’s Office on October 4, 2011 as Entry No. 2619337.
- Z. A “Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Phase 1 (Townhomes Phase 5)” was recorded in the Davis County Recorder’s Office on October 4, 2011 as Entry No. 2619338 in Book 5371 beginning at Page 50.
- AA. A “Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Phase 1 (Townhomes Phase 1)” was recorded in the Davis County Recorder’s Office on November 28, 2011 as Entry No. 2629376 in Book 5406 beginning at Page 1871.
- BB. A “Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Phase 1 (Townhomes Phase 6)” was recorded in the Davis County Recorder’s Office on July 26, 2012 as Entry No. 2676117 in Book 5571 beginning at Page 1665.
- CC. A plat map entitled “Valentine Estates Townhomes Phase 6” was recorded in the Davis County Recorder’s Office on August 1, 2012 as Entry No. 2677391.
- DD. A plat map entitled “Valentine Estates Townhomes Phase 7” was recorded in the Davis County Recorder’s Office on May 1, 2013 as Entry No. 2737578.
- EE. A “Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Phase 1 (Townhomes Phase 7)” was recorded in the Davis County Recorder’s Office on May 1, 2013 as Entry No. 2737579 in Book 5760 beginning at Page 1146.
- FF. A plat map entitled “Valentine Estates Cottage Homes Phase 3” was recorded in the Davis County Recorder’s Office on May 2, 2013 as Entry No. 2737768.
- GG. A “Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Phase 1 (Cottage Homes Phase 3)” was recorded in the Davis County Recorder’s Office on May 2, 2013 as Entry No. 2737771 in Book 5761 beginning at Page 465.
- HH. A plat map entitled “Valentine Estates Townhomes Phase 8” was recorded in the Davis County Recorder’s Office on November 20, 2013 as Entry No. 2777843.
- II. A “Supplemental Declaration of Covenants and Restrictions for Valentine Estates Phase 1 (Townhomes Phase 1)” was recorded in the Davis County Recorder’s Office on May 7, 2014 as Entry No. 2802490 in Book 6013 beginning at Page 134.
- JJ. An “Amendment to the Bylaws of Valentine Estates Owners Association” was recorded in the Davis County Recorder’s Office on October 7, 2015 as Entry No. 2897924 in Book 6367 beginning at Page 1090.

- KK. An "Amendment to the Bylaws of Valentine Estates Owners Association" was recorded in the Davis County Recorder's Office on October 8, 2015 as Entry No. 2898153 in Book 6368 beginning at Page 1022, which is a duplicate of Entry No. 2897924.
- LL. A "Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Phase 1 (Townhomes Phase 8)" was recorded in the Davis County Recorder's Office on November 20, 2013 as Entry No. 2777844 in Book 5899 beginning at Page 406.

VALENTINE ESTATES POOL OWNERS ASSOCIATION, INC.

- MM. In addition, certain real property within the Valentine Estates development was subjected to certain covenants, conditions, and restrictions of the Valentine Estates Pool Owners Association, Inc., as set forth in paragraphs NN through EEE below.
- NN. A "Declaration of Covenants Conditions and Restrictions for Valentine Estates Pool Owners Association" was recorded in the Davis County Recorder's Office on July 27, 2009 as Entry No. 2470076 in Book 4825 beginning at Page 625 (the "Pool Declaration").
- OO. A "First Amended Declaration of Covenants Conditions and Restrictions for Valentine Estates Pool Owners Association" was recorded in the Davis County Recorder's Office on November 6, 2009 as Entry No. 2492010 in Book 4897 beginning at Page 1266.
- PP. A "Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Pool Owners Association" was recorded in the Davis County Recorder's Office on January 6, 2010 as Entry No. 2504005 in Book 4935 beginning at Page 150.
- QQ. A "Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Pool Owners Association" was recorded in the Davis County Recorder's Office on January 6, 2010 as Entry No. 2504006 in Book 4935 beginning at Page 153.
- RR. A "Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Pool Owners Association" was recorded in the Davis County Recorder's Office on January 6, 2010 as Entry No. 2504007 in Book 4935 beginning at Page 156.
- SS. A "Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Pool Owners Association" was recorded in the Davis County Recorder's Office on February 1, 2010 as Entry No. 2509148 in Book 4952 beginning at Page 987.
- TT. A "Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Pool Owners Association" was recorded in the Davis County Recorder's Office on February 5, 2010 as Entry No. 2510062 in Book 4956 beginning at Page 902.
- UU. A "Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Pool Owners Association" was recorded in the Davis County Recorder's Office on March 19, 2010 as Entry No. 2517676 in Book 4985 beginning at Page 542.
- VV. A "Supplemental Declaration of Covenants and Restrictions for Valentine Estates Pool Owners Association (Townhomes Phase 3)" was recorded in the Davis County Recorder's Office on March 25, 2010 as Entry No. 2518927 in Book 4989 beginning at Page 582.
- WW. A "Supplemental Declaration of Covenants and Restrictions for Valentine Estates Pool Owners Association (Townhomes Phase 4)" was recorded in the Davis County Recorder's Office on April 1, 2010 as Entry No. 2520321 in Book 4994 beginning at Page 790.

- XX. A “Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Pool Owners Association” was recorded in the Davis County Recorder’s Office on August 20, 2010 as Entry No. 2547505 in Book 5092 beginning at Page 624.
- YY. A “Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Pool Owners Association” was recorded in the Davis County Recorder’s Office on March 22, 2011 as Entry No. 2590406 in Book 5235 beginning at Page 425.
- ZZ. A “Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Pool Owners Association” was recorded in the David County Recorder’s Office on June 27, 2011 as Entry No. 2604668 in Book 5303 beginning at Page 181.
- AAA. A “Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Pool Owners Association” was recorded in the Davis County Recorder’s Office on August 1, 2011 as Entry No. 2609684 in Book 5326 beginning at Page 904.
- BBB. A “Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Pool Owners Association (Townhomes Phase 5)” was recorded in the Davis County Recorder’s Office on December 7, 2011 as Entry No. 2631174 in Book 5412 beginning at Page 1244.
- CCC. A “Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Phase 1 (Townhomes Phase 6)” was recorded in the Davis County Recorder’s Office on July 26, 2012 as Entry No. 2676116 in Book 5571 beginning at Page 1662.
- DDD. A “Supplemental Declaration of Covenants Conditions and Restrictions for Valentine Estates Pool Owners Association (Cottage Homes Phase 3)” was recorded in the Davis County Recorder’s Office on May 2, 2013 as Entry No. 2737770 in Book 5761 beginning at Page 462.
- EEE. An “Amendment to the Bylaws of Valentine Estates Pool Owners Association” was recorded in the Davis County Recorder’s Office on July 23, 2015 as Entry No. 2882085 in Book 6315 beginning at Page 94.
- FFF. This DECLARATION OF CONSOLIDATION AND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VALENTINE ESTATES OWNERS ASSOCIATION, INC. affects the real property located in Davis County, State of Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

NOW, THEREFORE, pursuant to the Recitals set forth above and incorporated herein and subject to the Terms and Conditions set forth below, the Association hereby adopts this DECLARATION OF CONSOLIDATION AND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VALENTINE ESTATES OWNERS ASSOCIATION, INC, which together with the Plat, Bylaws, and Rules adopted by the Association, shall define and govern the rights of the Owners and the Association related to the Project.

ARTICLE 1: DEFINITIONS

As used herein, unless the context otherwise requires:

- 1.1 “Act” shall mean the Community Association Act codified beginning at § 57-8a-101 *et seq.*, Utah Code, in effect at the time this Declaration is recorded, and as such may be amended from time to time.

- 1.2 **“Allocated Interest”** shall mean the interest of that Owner which shall be applicable for the purposes of voting, the payment of Assessments, and for other purposes indicated in this Declaration or the Act. Unless otherwise provided in this Declaration, each Lot shall have an equal Allocated Interest.
- 1.3 **“Architectural Review Committee”** shall mean the Valentine Estates Owners Association Architectural Review Committee as set forth herein.
- 1.4 **“Articles”** shall mean the Articles of Incorporation for the Association filed with the Utah Division of Corporations and Commercial Code, or the chartering document of any other legal entity, if any shall be formed for the Association.
- 1.5 **“Assessment”** shall mean any monetary charge imposed or levied on an Owner by the Association as provided for in this Declaration. An Assessment may include any, or all of the following types:
- (a) **“General Assessment”** shall mean the charge imposed or levied on an Owner by the Association for the Common Expenses.
 - (b) **“Townhomes Assessment”** shall mean the charge imposed or levied on an Owner of a Townhomes Lot by the Association for the Townhome Expenses.
 - (c) **“Cottage Homes Assessment”** shall mean the charge imposed or levied on an Owner of a Cottage Homes Lot by the Association for the Cottage Homes Expenses.
- 1.6 **“Association”** shall refer to the VALENTINE ESTATES OWNERS ASSOCIATION, INC., the membership of which shall include each Owner in the Project. The Association may be incorporated as a nonprofit corporation. If the Owners are ever organized as another type of entity or if the Owners act as a group without legal organization, “Association” as used in this Declaration shall refer to that entity or group.
- 1.7 **“Board Member”** shall mean a duly-qualified and elected or appointed member of the Board of Directors.
- 1.8 **“Board of Directors” or “Board”** shall mean the entity with primary authority to manage the affairs of the Association.
- 1.9 **“Bylaws”** shall mean the Bylaws of the Association attached as Exhibit B and all valid amendments and supplements thereto. No amendment to the Bylaws shall be effective until it is recorded.
- 1.10 **“Common Area”** shall, unless otherwise more specifically provided in this Declaration, mean the common area within the Project as reflected on the Plats attached hereto as Exhibit C and any parcels of land identified as being owned by the Association and located within the boundaries of the Project set forth on Exhibit A, and any improvements thereon, and specifically including, but not necessarily limited to:
- (a) All Common Area designated as such on the Plats including any area designated as open space, including, but not limited to, the following:
 - (1) The open space identified as Parcel A on the Valentine Estates Phase 3 plat, known as “West Park,” including any sidewalks, streetlights, playground equipment, or other improvements that may be constructed on such parcel;

- (2) The open space identified as Parcel B on the Valentine Estates Phase 1 plat, known as “East Park,” including any sidewalks, streetlights, playground equipment, or other improvements that may be constructed on such parcel;
 - (3) The roundabout identified as Parcel C on the Valentine Estates Phase 1 plat, including any Landscaping or other improvements that may be constructed on such parcel;
 - (4) The open space identified as Parcel D on the Valentine Estates Phase 1 plat, including any sidewalks, paths, streetlights, Landscaping, or other improvements that may be constructed on such parcel;
 - (5) The open space identified as Parcel E on the Valentine Estates Phase 1 plat, including any Landscaping or other improvements and that may be constructed on such parcel entry Landscaping and monument that may be constructed on such parcel;
 - (6) The open space identified as Parcel A on the Valentine Estates Cottage Homes Phase 1 plat, including any sidewalks, the pool and pool related structures and facilities, and any other improvements and buildings that may be constructed on such parcel;
 - (7) The roundabout identified as Parcel A on the Valentine Estates Phase 2 plat, including any Landscaping or other improvements that may be constructed on such parcel;
- (b) The entry landscape and monument at the entrance to the Project located on Redwood Road;
 - (c) Parks, buffer Landscaping along Redwood Road, entry features, Landscaping in open spaces, sidewalks in the Project not otherwise part of a Lot, and fences around the perimeter of the Property;
 - (d) The sprinkler or irrigation system throughout the Project, which serves more than one (1) Lot;
 - (e) The roads within the Project not dedicated the public, including certain private lanes or streets identified as Common Area on the Plats attached hereto as Exhibit C;
 - (f) All utility installations and all equipment connected with or in any way related to the furnishing of utilities for the common use of all Lot Owners or for the Common Area; and
 - (g) All Limited Common Area designated as such on the Plats attached hereto as Exhibit C; and
 - (h) All other parts and amenities of the Project outside of the Lots not dedicated to the public or which are necessary or convenient to the Project’s existence, maintenance, safety, or normally in common use.

1.11 **“Common Expenses”** shall mean the actual and estimated costs for the following: (a) maintenance, management, operation, repair, and replacement of the Common Area which is maintained by the Association for the benefit of all Owners in the Association; (b) maintenance, management, operation (including snow removal), repair, and replacement of the street identified as 1950 West on the Valentine Estates Cottage Homes Phase 1 plat and the parking stalls adjacent to this roadway; (c) management and administration of the Association,

including, but not limited to, compensation paid by the Association to Managers, accountants, attorneys, consultants, and employees; (d) extermination, gardening, and other related services; (e) insurance and bonds required or allowed by this Declaration; (f) the establishment of reserves; (g) other miscellaneous charges incurred by the Association as provided for or allowed in the Act or the Governing Documents; and (h) any other expenses of the Association arising from the operation of the Association and not otherwise defined or precluded by the Governing Documents or any applicable law. Notwithstanding anything to the contrary in this Declaration, Common Expenses do not include, and are separate from, those amounts that are included in the Cottage Homes Expenses and Townhomes Expenses, as such terms are defined in this Declaration.

- 1.12 **“Cottage Homes Expenses”** shall mean (a) the costs and expenses to operate, maintain, repair, and replace the private streets identified on the Plats for Valentine Estates Cottage Homes Phases 1, 2, and 3; (b) the establishment of reserves for such maintenance, repair, and replacement of the private streets identified on the Plats for Valentine Estates Cottage Homes Phases 1, 2, and 3; and (c) the costs for removing snow from the private streets identified on the Plats for Valentine Estates Cottage Homes Phases 1, 2, and 3. Notwithstanding the foregoing, the Cottage Homes Expenses shall not include any costs and expenses related operation (including snow removal), maintenance, repair, replacement, and the establishment of reserves for the street identified as 1950 West on the Valentine Estates Cottage Homes Phase 1 plat expenses are expressly included in the Association’s Common Expenses.
- 1.13 **“Declaration”** shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valentine Estates Owners Association, Inc., including all attached exhibits, which are incorporated by reference, and any and all amendments to this Declaration.
- 1.14 **“Design Guidelines” or “Architectural Design Guidelines”** shall mean those requirements governing the site location and architectural design of Dwellings and other buildings, structures and improvements within the Project as adopted by the Board.
- 1.15 **“Dwelling”** shall mean the single-family residence built or to be built on any Lot, including any attached garage.
- 1.16 **“Electronic Transmission” or “Electronically Transmitted”** means a process of communication not directly involving the physical transfer of paper that is suitable for the receipt, retention, retrieval, and reproduction of information by the recipient, whether by email, texting, facsimile, or otherwise.
- 1.17 **“Governing Documents”** shall mean and refer to this Declaration, the Plats, the Bylaws, the Rules, the Articles, and any other written instrument by which the Association may exercise power, manage, maintain, or otherwise affect the Project.
- 1.18 **“Landscaping”** shall mean and refer to the grass, trees, shrubs, bushes, flowers, plants and like improvements located within the Project, as well as the appurtenant sprinkling and irrigation systems. As the context requires, the term may refer to the landscaping elements as a whole with the Project or to those elements located in a certain area within the Project.
- 1.19 **“Lender”** shall mean a holder of a mortgage or deed of trust on a Lot.
- 1.20 **“Limited Common Area”** shall mean a portion of the Common Area specifically designated in this Declaration, and on the Plats attached hereto as Exhibit C, for the exclusive use of Owners of one or more Lots to the exclusion of other Owners, including certain private lanes and streets within the Valentine Estates Townhomes Phases 1 through 8. Conveyance of a Lot includes the use of the Limited Common Area designated for the use of the Owner of the Lot.

- 1.21 **“Lot”** shall mean, and include, any numbered Lot shown on the Plats.
- (a) **“Estates Lot”** shall mean any numbered Lot shown on the Plats for Valentine Estates Phase 1, 2, or 3.
- (b) **“Cottage Homes Lot”** shall mean any numbered Lot shown on the Plats for Valentine Estates Cottage Homes Phase 1, 2, or 3.
- (c) **“Townhomes Lot”** shall mean any numbered Lot shown on the Plats for Valentine Estates Townhomes Phase 1 through 8.
- 1.22 **“Manager”** shall mean any entity or Person engaged by the Board of Directors to manage the Project.
- 1.23 **“Occupant”** shall mean a Person or Persons in possession of, using, entering into, or living in a Dwelling on the Project, including, without limitation, family members, tenants, guests, and invitees of an Owner or an Occupant.
- 1.24 **“Owner”** shall mean the Person or Persons who are vested with record title to a Lot, and whose interest in the Lot is held (in whole or in part) in fee simple, according to the records of the County Recorder of Davis County, Utah; however, Owner shall not include a trustee for a deed of trust.
- 1.25 **“Park Strip”** shall mean the area in front, or to the side, of a Lot or parcel bordering a street beginning with the front line of the Lot and extending to the public asphalt roadway. The Park Strip shall include the planting area between the sidewalk and the curb gutter.
- 1.26 **“Person”** shall mean a natural individual, corporation, estate, limited liability company, partnership, trustee, association, government, governmental subdivision or agency, or any other legal entity with the legal capacity to hold title to real property.
- 1.27 **“Plats”** shall mean, and refer collectively to, the record of survey map or maps of: (a) the Valentine Estates Phases 1, 2, and 3; (b) Valentine Estates Cottage Homes Phases 1, 2, and 3; and (c) Valentine Estates Townhomes Phases 1 through 8, recorded in the records of the Davis County Recorder and all amendments and supplements thereto.
- 1.28 **“Project”** shall mean the Property and all structures and improvements thereon including the Lots and Common Areas.
- 1.29 **“Property”** shall mean the property legally described and identified in Exhibit A and all easements and rights appurtenant thereto.
- 1.30 **“Rules”** shall mean and refer to the rules and regulations adopted by the Board.
- 1.31 **“Terms and Conditions”** shall mean any one or all of the terms, covenants, rights, obligations, and restrictions set forth in the Governing Documents.
- 1.32 **“Townhomes Expenses”** shall mean: (a) the costs and expenses to operate, maintain, repair, and replace the private lanes as identified on the Plats for Valentine Estates Townhomes Phases 1 through 8, including costs and expenses for snow removal for these private lanes; (b) the costs and expenses to maintain and replace the Landscaping in the Common Areas identified on the Plats for Valentine Estates Townhomes Phases 1 through 8; and (c) the costs and expenses to maintain, repair, and replace the exterior of the Dwellings and any other buildings located within the area identified on the Plats for Valentine Estates Townhomes Phases 1 through 8, including roofs of the buildings and Dwellings; and the Association’s cost to insure the Townhome buildings as required by Part 4 of the Act.

ARTICLE 2: THE PROJECT

- 2.1 **Binding Effect of Governing Documents.** The Association hereby confirms that the Property is part of the Project and declares and agrees that the Project and all of the Lots shall be held, transferred, mortgaged, encumbered, occupied, used, and improved subject to the Terms and Conditions, which Terms and Conditions shall, to the extent they are included in recorded documents, constitute equitable servitudes and covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Association, and each Owner, including the Owner's heirs, executors, administrators, personal representatives, successors, and assigns. By acquiring any interest in a Lot such Owner consents to, and agrees to be bound by, each and every Term and Condition in the Governing Documents.
- 2.2 **Nature of the Project.** The Project is an individual single-family residential subdivision consisting of sixty-five (65) single-family detached Cottage Homes Lots, ninety-five (95) detached single-family Estates Lots, one (1) church building located on an Estates Lot, and eighty-six (86) single-family attached Townhomes Lots. The Project has a pool, parks, private lanes and streets, monument, and other Common Area. The Project is a planned unit development and is not a cooperative and is not a condominium.
- 2.3 **Project Name.** The Project is named "Valentine Estates" and is located entirely in Davis County, Utah. The name used by the Association for the Project may be different than the name identified in this Declaration and on the Plats.
- 2.4 **Identification of Lots.** All of the Lots are referenced specifically and identified by location on the Plats.
- 2.5 **Registered Agent.** The registered agent of the Association shall be as provided for in entity filings of the Association.

ARTICLE 3: LOTS, COMMON AREA, & ALLOCATED INTERESTS

- 3.1 **The Lots.** Each Lot is identified on the Plats by a distinct Lot number.
- (a) Subject to further specification herein, each Lot generally consists of any and all improvements on or within the boundary of the Lot and all structures and related equipment or installation on or within the boundary of the Lot, including but not limited to:
- (1) The Dwelling constructed on a Lot and components thereof, in or on the boundary of any Lot. Lot 18 in Valentine Estates Phase 1 has a church building and large parking lot rather than a Dwelling constructed on the Lot.
 - (2) All garages, sheds, or other approved structures attached to or located adjacent to a Dwelling.
 - (3) All pipes, wires, conduits, public utility, water or sewer lines, or any other similar fixtures lying inside the designated vertical boundaries of a Lot or servicing only the Lot.
 - (4) The driveway, any fence, and any yard area on the Lot, including the Park Strip, as identified on the Plat.
- 3.2 **Limited Common Area.** The Limited Common Area shall consist of areas identified on the Valentine Estates Townhome Plats as Limited Common Area, which generally includes areas

spatially associated with and lying adjacent to particular Townhome Lots, including the private lanes, yards, driveways, sidewalks, and patio areas appurtenant to the townhomes Dwellings.

- (a) **No Severance of Limited Common Area.** The right to the exclusive use of the Limited Common Area shall be appurtenant to each respective Townhome Lot where so identified and may not be severed from the ownership of the Lot.
- (b) Any prior approved patios, decks, fences, or other apparatus intended to serve a single Townhome Lot, but located outside the boundaries of the Lot, shall constitute a Limited Common Area pertaining to that Lot exclusively. The original construction shall be the controlling dimension for any Limited Common Area element installed or constructed on a Townhome Lot, and to the extent that there is a variance between the boundary location on the Plat and the as-built construction then the as-built construction shall control.
- (c) Should it be unclear from the Plats or this Declaration if a particular area is Common Area or Limited Common Area, the Board of Directors shall have absolute authority in determining the proper designation of that particular area.

3.3 **Common Area.** Unless otherwise provided in this Declaration, the Common Area shall be owned by the Association.

3.4 **No Severance of Common Area.** The right to and interest in the Common Area shall be appurtenant to each respective Lot and may not be severed from the ownership of the Lot.

3.5 **Allocated Interest of Each Lot in the Votes of the Association.** For all matters related to the Association that Owners are permitted or required to vote or approve, and such votes shall be cast in accordance with the Bylaws the purpose of voting, each Lot shall have one (1) vote, or an equal Allocated Interest for voting purposes.

3.6 **Plats.** The Plats and all dimensions, descriptions, and identification of boundaries therein, are hereby incorporated into and made a part of this Declaration. If any conflict exists between the Plats and this Declaration, this Declaration shall control.

ARTICLE 4: MAINTENANCE & MODIFICATION

4.1. **Owner Responsibility for Maintenance of Estate Lots and Cottage Homes Lots.**

- (a) Each Owner of an Estates Lot and Cottage Homes Lot shall furnish and be responsible for, at the Owner's own expense, all of the maintenance, repair, and replacement of the Owner's Lot and any and all improvements thereof, including, but not limited to, all of the Dwelling; structures; fences, unless they constitute fences on the perimeter of the Property; porches; patios; driveways; sidewalks within the boundaries of the Lot and any sidewalks adjacent to or bordering the Owner's Lot that may be in the Common Area; Landscaping; and all pipes, wires, conduits, public utility, water or sewer lines, or any other similar fixtures servicing only the Lot. Owners of Lots sharing a common fence shall equally pay for the maintenance, repair, and replacement of such fence. The Owner is further responsible for the removal of snow from the driveways and sidewalks within or appurtenant to the Owner's Lot. The Board may adopt a standard of maintenance for any area which is the responsibility of the Owner, including landscape maintenance, and shall set forth such standard in the Rules.
- (b) The Owner is further responsible for keeping the Lot, and all porches, patios, driveways, yard areas, Landscaping, and other exterior areas of a Lot in a clean and sanitary

condition, free of pests and rodents, and in good condition. The Board may set forth in the Rules any limits, restrictions, or guidelines on what may or may not be left, stored, installed, or placed on the exterior of any Lot, which may include a prohibition on leaving, installing, or storing any items or animals in such places.

- (c) Each Owner shall be responsible to maintain the Park Strip fronting each Owner's Lot. This maintenance shall include, without limitation, the mowing and watering of the designated Park Strips, removal of weeds, clearing of debris, removal of snow from the sidewalk and other general care. The Association may set forth in the Rules the acceptable Landscaping that shall be permitted in the Park Strip areas including any trees, grass, flowers, rocks, concrete or otherwise.

4.2 **Responsibility for Maintenance of Townhomes Lots.**

- (a) Owner maintenance responsibilities for the Townhomes Lots are set forth in the Townhomes Lots Maintenance Matrix attached hereto as Exhibit D, and incorporated herein by reference. In the event that other provisions of this Declaration conflict with the maintenance responsibilities set forth on Exhibit D then Exhibit D shall control.
- (b) The Association shall maintain, repair, and replace the following for the areas located with the Valentine Estates Townhomes Phase 1 through 8: (1) the exterior surfaces of the Townhome buildings, including the foundations and roofs, except as otherwise specifically assigned in this Declaration, including Exhibit D, to the Owner for maintenance and repair; (2) structural components of the Townhome buildings, including bearing walls; (3) private streets, private lanes, driveways, and sidewalks; (4) all Common Area, except as such responsibility for any Limited Common Area is otherwise specifically assigned to the Owners of the Townhomes Lots; and (5) any areas of the Townhomes Lots not otherwise specifically assigned to the Owners of the Townhomes Lots in this Declaration, including Exhibit D.

4.3 **Maintenance of Common Area.**

- (a) Except as maintenance obligations are otherwise assigned to the Owners in this Declaration, the Association shall repair, maintain, replace, clean, and pay all expenses associated with the Common Area as such area is defined in this Declaration and identified on the Plat. This shall include the right to modify, remove fixtures from, add fixtures and structures to, place signs upon, and otherwise modify the Common Area. The Association shall do all such other and further acts that the Board deems necessary to preserve and protect the Common Area, in accordance with the general purposes specified in this Declaration. The Association retains the absolute right to remove and replace any structure, item, or condition in the Common Area.
- (b) The Association shall furnish and be responsible for, at the Association's expense, the maintenance, repair, and replacement of the Common Areas, including, but not limited to, the following: (1) the lawn, trees, shrubs, and other plants within the Common Areas, including the buffer Landscaping along Redwood Road, (2) the pool, monument, playground and any future structures or amenities that may be constructed, and (3) any streetlights located within the Common Area, (4) the private lanes and streets, including private lanes designated as Limited Common Area on the Plats, and (5) the sprinkler or irrigation system throughout the Project servicing more than one (1) Lot.

- (c) Notwithstanding the foregoing and anything to the contrary in this Declaration, the Association shall not be obligated to maintain any utility or utility system or component which is maintained by any municipality.
- (d) **Snow Removal.** Unless snow removal for certain areas is otherwise assigned to the Owners pursuant to this Declaration, the Association shall take reasonable efforts to remove snow from the Common Area, including the private streets and Limited Common Area within Valentine Estates Townhomes Phase 1 through 8, walking paths, and the area in front of mailboxes, as necessary to allow vehicle and pedestrian access. In the discretion of the Board, the Association may provide more snow removal services for the removal of snow otherwise allocated to the Owners in this Declaration.
- (e) **Standard of Maintenance.** The Board may determine, in its sole discretion, the appropriate maintenance standard for the Common Area, so long as those areas are maintained in the best interests of the Owners.
- (f) **Assessment of Maintenance Expenses to Specific Owner.** If the need for maintenance or repair is caused by an Owner or an Occupant, the Association shall assess to the Owner, pursuant to Section 7.13, the actual cost of such maintenance or repair to the extent the repair costs are not paid for by any applicable insurance
- (g) **Right to Sell or Transfer Common Area.** The Board may sell or transfer Common Area if the transfer complies with the provisions of the Municipal Land Use, Development, and Management Act (“MLUDMA”), Utah Code Ann. § 10-9a-101 *et seq.*, and the Act.

4.4. **Default in Maintenance.** If an Owner or Occupant fails to: (1) maintain a Lot or Park Strip area according to the maintenance standard set forth by the Association and as required in the Governing Documents or (2) make repairs otherwise required of the Owner in such a manner as may be deemed reasonably necessary in the judgment of the Board to preserve and protect the structural integrity, attractive appearance, good condition, and value of the Lots in the Project, then the Association may take any action allowed for a failure to comply with the Governing Documents and may give written notice to such Owner or Occupant stating with particularity the nature of the default and the corrective action that the Board determines to be required and requesting that the same be carried out within a period of at least thirty (30) days or a greater length of time if determined by the Board. If the Owner or Occupant fails to carry out such action within the period specified by the notice, then the Association may take any action allowed for a default of the Governing Documents. In addition, the Association may cause corrective action to be taken (which may include completing any landscape maintenance, snow removal, repairs, or replacements) and may assess the Owner for all costs associated therewith as a special Assessment as set forth in Article 7 herein.

4.5 **Modifications to Lots and Architectural Review.** Without the prior approval of the Association, an Owner may not: (1) install or build any new structure, fence, or Dwelling; (2) make alterations, upgrades, or modifications to any part of the exterior of any structure or Dwelling; or (3) install or alter any new or existing exterior feature such as a driveway, walkway, front yard Landscaping or anything else that alters the exterior appearance of the Lot. This provision is intended to be read as broadly as possible to require approval before any exterior work to a Lot, including changes to front yard Landscaping. Plants and trees in any landscaped area which the responsibility of the Owner to maintain, may be replaced with the same species of plant or tree without prior approval of the Association.

- (a) No Dwelling shall be erected, altered, placed, or permitted to remain on any of the Estates Lots or Cottage Homes Lots other than a detached single-family home which

- unless the Dwelling comply with applicable provisions of the Design Guidelines, and is first approved by the Board of Directors.
- (b) Architectural Review Committee.
- (1) An Architectural Review Committee (or “ARC”) may be appointed by the Board. Such committee shall at all times consist of at least three (3) members and may have up to five (5) members. The ARC shall constitute a Sub-Committee (as defined in the Bylaws) and shall act in accordance with the requirements of Sub-Committees. The ARC shall have the Board’s right of entry to verify compliance with this Section 4.5. There shall be no term for service on the ARC, and any member of the ARC may be removed at any time by the Board with or without cause. Any vacancy on the ARC shall be filled by an appointment by the Board. The ARC may act even though a vacancy has not been filled.
 - (2) The Board need not appoint an ARC. If no such committee is appointed, the Board shall have all powers of the ARC and may act in all ways and have all powers otherwise given to the ARC.
 - (3) The ARC shall serve as an architectural review board and shall regulate the external design, appearance, and location of any structure on any Lot so as to enforce the architectural provisions of this Declaration or Architectural Design Guidelines as may be adopted by the Board as part of the Association’s Governing Documents.
- (d) Submission of Plans to Architectural Review Committee or Board for Approval.
- (1) Submission of Plans. An Owner must submit such plans and specifications as the ARC or Board may reasonably require, but shall in all cases include the following:
 - (i) A complete set of plans and specifications in duplicate;
 - (ii) A site plan showing the location of all proposed and existing structures on the Lot;
 - (iii) Exterior elevations for the proposed structures;
 - (iv) Specifications of materials, color scheme, and other details affecting the exterior appearance of the proposed structures;
 - (v) Description of the plans and provisions for Landscaping and grading; and
 - (vi) Estimated costs of said alterations or construction;
 - (vii) Proposed construction schedule;
 - (viii) Designation of the party or parties to perform the proposed work; and
 - (ix) Any other specific requirements set forth in this Declaration or as may be requested by the Board.
 - (2) New Structures. No structure of any kind whatsoever, shall be erected, placed, moved onto, or construction thereof commenced without the prior written approval of the ARC, except as otherwise set forth herein. New or reconstructed Dwellings and additions to existing Dwellings shall not be erected, placed, moved onto, or construction thereof commenced without the prior written approval of the ARC. The Board may adopt Rules relating to obtaining of such

prior written approval. Unless and until the Board adopts such Rules, the following provisions will apply:

- (i) Owners must submit such plans and specifications as the ARC reasonably may require, including any of the specific documents included in Subsection 4.5(d)(1)(i)-(ix) that may be requested by the Committee.
 - (ii) The general appearance and features of the Dwellings on the Cottage Homes Lots shall follow the artistic drawings found in Exhibit E to this Declaration.
- (3) Exterior Modifications. No exterior remodels, additions, or major modifications to the Lot or exterior of the Dwelling on a Lot whatsoever, including, but not limited to, awnings, screens, and screen doors, shall be commenced, erected, maintained, made, without the prior written approval of the ARC. By way of illustration, but not of limitation, the following are considered remodels, additions, or major modifications: painting the exterior of the Dwelling or any structure a new color; excavation; additions of new rooms to a structure; the installation of flagpole; changing the exterior material of a structure; construction of porch or patio enclosures, exterior walls, or sunshades; installing a fence; installation of exterior lighting fixtures, solar energy equipment, air conditioning equipment, outdoor speakers, or wiring; the installation or modification of windows, skylights, or window coverings (such as curtains, drapes, shades, shutters, and blinds); or any other work that significantly alters the appearance of the Lot or Dwelling. The ARC 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 ARC. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values. The Board may adopt Rules relating to obtaining such prior written approval. Unless and until the Board adopts such Rules, the provisions set forth in Subsection 4.5(d)(2)(i)-(ii) shall apply
- (4) Interior Modifications. No approval is required for interior modifications of any Dwelling that do not affect the exterior of the Dwelling. The requirements of 4.5(d)(1) apply to interior modifications to Dwellings that affect the exterior of the Dwelling.
- (5) Use of Common Area and Roadways. The Board may adopt Rules relating to the use of Common Area or roadways within the project for staging and other construction needs relating to any modifications of Lots or Dwellings, construction of new structures, or interior modifications of Dwellings.
- (6) Rear Yard Landscaping. No approval is required for modifications to the Landscaping of the portion of the Lot behind a Dwelling, so long as such rear yard is fenced and Landscaping is not visible from the street. Modifications to rear yard Landscaping that is visible from the street, other than the replacement of a plant or tree with a plant or tree of the same species, shall require the prior written approval of the ARC, pursuant to the procedures set forth in Subsection 4.5(d)(1)-(3).
- (7) Front Yard Landscaping. The front and side area of the Lots, which are part of the Lot and visible from the street, shall be kept as lawn and ornamental or decorative plantings of grass, trees, and shrubbery, and other ornamental plants

as may be approved by the ARC. Plants and trees may be replaced with the same species of plant or tree as approved by the ARC in the original landscape plan for the Lot. Modifications to the front yard Landscaping of the Lots shall require the prior written approval of the ARC, pursuant to the procedures set forth in Subsection 4.5(d)(1)-(3).

- (e) Architectural Review. The Architectural Review Committee shall consider applications for approval of plans and specifications upon the basis of conformity with this Declaration, and Design Guidelines, if any. The Owner is responsible for ensuring that the plans and specifications comply with all applicable laws and ordinances. The ARC shall have the right to refuse to approve any plans or specifications submitted to it which are not suitable or desirable in its opinion, for aesthetic or other considerations. The ARC shall be guided by the extent to which such proposal will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors:
- (1) The quality of workmanship;
 - (2) Nature and durability of materials;
 - (3) Harmony of external design with existing structures;
 - (4) Choice of colors;
 - (5) Changes in topography, grade elevations and/or drainage;
 - (6) The ability of the party or parties designated by the Owner to complete the structure or modifications proposed in accordance with this Declaration, including, without limiting the foregoing, the party's or parties' background, experience, skill, quality of workmanship, and financial ability;
 - (7) The effect of the proposed structure or modification on the use, enjoyment, and value of neighboring properties and/or on the outlook or view from adjacent or neighboring properties; and
 - (8) The suitability of the proposed structure or modifications with the general aesthetic appearance of the surrounding area.
- (f) Failure of Architectural Review Committee to Act. If the ARC, or Board if no ARC has been established, shall fail to act upon any written request submitted to it within sixty (60) days after a complete submission of documents in a form acceptable to the Architectural Review Committee, and confirmed in writing as received by the ARC, such request shall be deemed to have been approved as submitted, and no further action shall be required.
- (g) Architectural Design Guidelines. The Architectural Review Committee shall enforce the Architectural Design Guidelines adopted by the Board related to modifications to Lots and existing Dwellings. Such Architectural Design Guidelines may include but are not limited to restrictions on: minimum and maximum square footage, building height, exterior siding and roofing materials, and Landscaping. In the event that the Board does not adopt Architectural Design Guidelines, the following restrictions shall apply:
- (1) Minimum Dwelling Size. No Dwelling shall be permitted on any Estates Lot or Cottage Homes Lot wherein the floor area of the main structure of the Dwelling (exclusive of porches and garages) is less than the following measurements: (a)

for a one-story Dwelling on an Estates Lot, 1,450 square feet; (b) for a two-story Dwelling on an Estates Lot, 1,800 square feet with a minimum of 1,200 square feet on the main floor (c) a minimum of 450 square feet for all garages on Estates Lots; and (d) for Cottage Homes, 2,150 square feet, including basements.

- (2) Exterior Materials. All exterior surfaces of any building shall be of materials and of colors approved by the ARC.
 - (3) Roofing. The roofing material for all Dwellings and other structures in the Project shall be architectural grade shingles of a thirty (30) year grade or better. All roof colors regardless of type must be approved by the ARC.
 - (4) Fencing. Fences may be installed on any Lot. Prior to the construction of any fence, in addition to the submission requirements set forth in Subsection 4.4(d), a site plan must be submitted to the ARC which includes the exact location, style and material proposed to construct the fence. No chain link or barbed wire fencing is permitted. No Lot Owner shall remove, add to, alter, stain or paint the fence without consent of the ARC. No fencing may be installed by the Lot Owner in the front yard of any Lot, except that front yard fencing may be permitted only along the side yards only as far forward as the front corners of the Dwelling, provided that the fence does not obstruct the Clear Vision Areas as provided for in Woods Cross City Municipal Code.
 - (5) Roof mounted air conditioners, solar panels, satellite dishes and antennas shall be kept obscured and hidden from view of the front yard and street. Notwithstanding the foregoing, the Board may approve the placement of such equipment within view of the front yard or street if there is evidence that such placement is necessary for the efficient and proper use of the equipment. To the extent allowed by law, the Board may adopt further Rules regulating the installation of such equipment and fixtures.
- (h) Expenses of Architectural Review Committee. The Architectural Review Committee may charge reasonable fees for actual fees incurred related to the processing of any request, plans, or specifications including consultation with a professional. The Association shall pay any ordinary or reasonable architectural review expense incurred by ARC members in the performance of their duties herein.
- (i) Violations. If any structure is altered, erected, placed or maintained on any Lot, or if any modifications to Landscaping is made, other than in accordance with approved plans and specifications and applicable law, then the Association may take any action allowed for a failure to comply with the Governing Documents and may give written notice to the Lot Owner stating with particularity the nature of the default and the corrective action that the Board determines to be required and requesting that the same be carried out within a period of at least thirty (30) days or a greater length of time if determined by the Board. If the Owner fails to carry out such action within the period specified by the notice, then the Association may take any action allowed for a default of the Governing Documents. In addition, the Association may cause corrective action to be taken (which may include, but is not limited to, removal of any non-complying structure, or restoration of any non-complying modifications of structures, Dwellings, or landscapes to their original or compliant condition) and may assess the Owner for all costs associated therewith as a special Assessment as set forth in Article 7 herein.

- (j) Variances. The ARC may authorize variances from compliance with any of the architectural provisions of this Declaration or any supplement thereto, including restrictions on height, size, floor area, placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be in writing and must be signed by at least two (2) members of the ARC. 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 Terms and Conditions of the Association's Governing Documents, other than those specifically identified in the variance, nor shall it affect an Owner's obligation to comply with all governmental laws and regulations. The granting of a variance for one Owner shall not set a precedent that other Owners may receive a similar variance. The ARC shall consider each request for a variance on a case-by-case basis.
- (k) Association's Modifications and Improvements to Common Area. The Association may make modifications and improvements to the Common Area without the need for any approval from the ARC. The Association must comply with any applicable municipal zoning and building requirements when making such modifications and improvements to the Common Area.
- 4.6 **Utilities.** All utilities metered separately and charged to each Lot charges shall be the responsibility of each respective Lot Owner to pay. To the extent that any utilities are measured for multiple Lots, such utilities shall be paid as set forth in the applicable budget for the Common Expenses, Cottage Homes Expenses, or Townhome Expenses.

ARTICLE 5: ORGANIZATION & GOVERNANCE OF ASSOCIATION

- 5.1 **Organization of Association.** The Association shall serve as the organizational body for all Owners.
- 5.2 **Modifying or Changing the Name of the Project.** The name of the Project may be modified or changed pursuant to a lawful amendment to this Declaration.
- 5.3 **Legal Organization.** The Association may be organized as a non-profit corporation. In the organization, reorganization, or amendment of any documents related to the legal organization of the Association, the terms in all such documents shall, to the extent possible under the applicable law, be consistent with the terms in this Declaration and the Bylaws attached hereto or any lawful amendment thereto. If the legal entity should ever expire or be dissolved for any reason as required or permitted by law, in any reorganization or reinstatement of the entity, the Association shall, to the extent possible and subject to any then-existing legal requirements, adopt documents consistent with the terms of this Declaration and Bylaws.
- 5.4 **Membership.** Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Lot and such membership shall automatically terminate when the Owner ceases to have an ownership interest in a Lot. Upon the transfer of an ownership interest in a Lot, the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Lot is held by more than one (1) Person, the membership appurtenant to that Lot shall be shared by all such Persons in the same proportional interest and by the same type of tenancy in which title to the Lot is held.
- 5.5 **Availability of Documents.** The Association shall make available to the Owners, Lenders, and insurers of any Lender, current copies of the Governing Documents and other minutes, books,

records, and financial statements related to the operations of the Association. The term “available” as used in this Section 5.5 shall mean available for inspection and copying within thirty (30) days, unless a shorter time period is required by law, after receiving a proper written request, during normal business hours and under other reasonable conditions. The Association shall have the right to refuse to disclose information that the Board of Directors determines, in good faith, would reveal sensitive personal or financial information of another Owner or of an employee or agent of the Association, such as bank account numbers, birth dates, or social security numbers. The Association may require that the Owner comply with any statutory provision or other legal requirement applicable to providing this information before providing it.

5.6 **Board of Directors or Board.** The governing body of the Association shall be the Board of Directors elected or appointed pursuant to the Bylaws. The Board of Directors shall consist of five (5) members. Except as otherwise provided in this Declaration, Bylaws, or the Articles, the Board of Directors shall act, in all instances, on behalf of the Association. Any reference to an act, right, or obligation of the Association in the Governing Documents may only be exerted or complied with through an action of the Board of Directors. Except as may be specifically provided in this Declaration, Bylaws, Articles, or by applicable law, no Owner or group of Owners other than the Board of Directors may direct the actions of the Association. The Board may retain professionals, including, without limitation, attorneys, accountants, Managers and bookkeepers to assist in any Board function.

5.7 **Board Members.**

(a) Qualification.

- (1) To be on the Board of Directors, a Person must be a record Owner of a Lot or the spouse of an Owner of a Lot. If an Owner is a corporation, estate, limited liability company, partnership, trust, or other legal entity, then an officer, principle, shareholder, partner, member, Manager, trustee, or beneficiary of such Owner may be a member of the Board of Directors.
- (2) Neither an Owner who is delinquent in Assessment obligations to the Association, nor the spouse of such Owner, shall be eligible to serve on the Board of Directors.
- (3) Neither an Owner who is in violation of any of the provisions of the Governing Documents of the Association, nor the spouse of such Owner, shall be eligible to serve on the Board of Directors.
- (4) Only one (1) Board Member may serve per Lot, and no more than one (1) member of a household may serve on the Board of Directors at one time.
- (5) The Bylaws shall provide for procedures to ensure these requirements are maintained and may include, but are not limited to, the removal of Board Members.

(b) Reasonable Ongoing Requirements for Board Members. The Bylaws may place reasonable obligations and requirements on existing Board Members to retain their membership on the Board of Directors, such as a requirement that a Board Member attend a specified number of meetings. The Bylaws may further provide for a procedure for removal of any Board Member who fails to comply with the reasonable requirements, which may include some action of the remaining Board Members.

5.8 **Limitation on Authority of Owners, Board Members, Officers, & the Board.**

- (a) Except as provided herein or in the Bylaws, the Board, any individual Owner, and any individual Board Member or officer shall have no authority to and may not act on behalf of the Association or the Board of Directors to:
- (1) Amend or terminate any Governing Document;
 - (2) Elect or remove members of the Board of Directors;
 - (3) Establish or change the qualifications, powers and duties, requirements, or terms of Board Members or of the Board of Directors; or
 - (4) Authorize or agree to any deviation or exception from the Terms and Conditions, except as provided in this Declaration.

5.9 **No Reliance on Actions Contrary to Governing Documents.** No one may rely upon any authorization (from the Board of Directors or anyone else) contrary to the terms of the Governing Documents regardless of the circumstances under which it is given, and no claim or defense of estoppel, waiver, or similar equitable or legal claim or defense may be raised by anyone related to any alleged reliance. It is the responsibility of anyone interacting with, visiting, occupying, or purchasing a Lot in the Association to verify that anything that the Association does, does not do, or authorizes related to the Project or the Association is in compliance with the terms of the Governing Documents.

5.10 **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.

ARTICLE 6: GENERAL RIGHTS & RESPONSIBILITIES OF THE ASSOCIATION

6.1 **Rights and Responsibilities of the Association.** The Association shall have the following rights and responsibilities in addition to any others set forth in the Governing Documents or provided by law.

6.2 **Maintenance.** The Association shall make provisions for completing all maintenance, repair, and replacement requirements of the Association. This shall include the right to modify, remove fixtures from, add fixtures and structures to, place signs upon, and otherwise modify the Common Area. The Association shall do all such other and further acts that the Board of Directors deems necessary to preserve and protect the Common Area and the Project, in accordance with the general purposes specified in this Declaration.

6.3 **Capital Improvements.** Capital improvements shall be governed by and subject to the following conditions, limitations, and restrictions:

- (a) Any capital improvement to the Project that does not materially alter the nature of the Project may be authorized by the Board alone. A material alteration to the Project is, for example, the installation of a previously non-existent and materially significant fixture or permanent removal of a materially significant fixture such as a swimming pool, a tennis court, playground equipment, or parking area. Landscaping alterations and the addition or removal of signs or small structures are not material unless they cause other material changes such as those listed above.

Any capital improvement to the Project that does not exceed ten thousand dollars (\$10,000.00) may be authorized by the Board of Directors alone. Capital improvements

in excess of ten thousand dollars (\$10,000.00) require the approval of a fifty-one percent (51%) of the Allocated Interests in the Association at a duly called member meeting pursuant to the provisions of the Bylaws.

- (b) Any capital improvement which would materially alter the nature of the Project, regardless of its cost and prior to being constructed or accomplished, must be authorized by the consent of Owners holding at least fifty percent (50%) plus one (1) vote (not percent) of the Allocated Interests in the Association and must be approved of by the Board of Directors. Notwithstanding anything to the contrary, no material alteration that changes the size, shape, or location of any Lot shall be permitted without the written consent of all directly affected Owners.

- 6.4 **Paying Expenses.** The Association shall provide for the payment of Common Expenses, Townhomes Expenses, Cottage Homes Expenses, and any other obligations incurred by the Association.
- 6.5 **Setting and Collecting Assessments.** The Association shall establish, collect, and account for Assessments as necessary to operate the Project consistent with the requirements of the Governing Documents.
- 6.6 **Adopting and Enforcing Rules.** The Association may adopt Rules for the regulation and operation of the Project. If they are adopted, they shall be consistently and uniformly enforced. The Rules may address any issues including those addressed in any other Governing Document. The Rules may supplement, clarify, and add detail to issues addressed in other Governing Documents so long as they do not contradict the same. The Board's determination as to whether a particular activity being conducted or to be conducted violates or will violate the Rules shall be conclusive, subject to a judicial determination if any is timely sought. The standard for adoption of Rules is one of reasonableness. A Rule must be reasonable in light of the circumstances pertaining to the situation or issue addressed by the Rule.
- 6.7 **Entering Lots.** After having given the appropriate notice as required in Article 17, the Association shall have the right at all times and upon reasonable notice (and at any time in case of an emergency) to enter into any Lot to abate any infractions, to make repairs, to correct any violation of any of the Terms and Conditions, or to abate any condition that threatens the health or property of any Owner or Occupant.
- 6.8 **Hiring Managers and Delegating Responsibilities.** The Association may hire a Manager to assist the Board in the management and operation of the Project and may delegate its powers and obligations in the Governing Documents to the Manager, employees, or other agents as it deems appropriate; provided, however, that only the Board shall have the right to approve Association budgets, fines to Owners, and regular and special Assessments. Any powers and duties delegated to any Manager or other Person may be revoked by the Board at any time, with or without cause. Notwithstanding the foregoing, the Board's decision to hire a Manager may be overruled by a vote of at least fifty-one percent (51%) of the Allocated Interest in the Association. **THE BOARD OF DIRECTORS HAS NO AUTHORITY TO ENTER INTO ANY MANAGEMENT AGREEMENT OR CONTRACT INCONSISTENT WITH THE TERMS OF THESE GOVERNING DOCUMENTS OR THAT PROVIDES FOR ANY TERMINATION FEE OR REQUIREMENT FOR TERMINATION FOR CAUSE.**
- 6.9 **Other Necessary Rights.** The Association shall have any other right that is reasonably necessary to carry out the terms of the Governing Documents.

- 6.10 **Enforcement Rights.** In addition to any other remedies allowed or provided in the Governing Documents for any violation of the Governing Documents, the Association may: (1) impose fines; (2) collect rents directly from tenants if Owners fail to pay Assessments; and (3) take any other action or seek any other remedy allowed by the Act or other applicable Utah law.
- 6.11 **Discretion in Enforcement.**
- (a) Subject to the discretion afforded in this Section 6.11, the Board shall uniformly and consistently enforce and implement the Terms and Conditions in the Governing Documents.
 - (b) The Board shall use its reasonable judgment to determine whether to exercise the Association's powers to impose sanctions or pursue legal action for a violation of the Governing Documents, and may include in this analysis: (1) whether to compromise a claim made by or against the Board or the Association, and (2) whether to pursue a claim for an unpaid Assessment.
 - (c) The Association may not be required to take enforcement action if the Board determines, after fair review and acting in good faith and without conflict of interest, that under the particular circumstances: (1) the Association's legal position does not justify taking any or further enforcement action; (2) the covenant, restriction, or Rule in the Governing Documents is likely to be construed as inconsistent with current law; (3) a technical violation has or may have occurred and the violation is not material as to a reasonable Person or does not justify expending the Association's resources; or (4) it is not in the Association's best interests to pursue an enforcement action, based upon hardship, expense, or other reasonable criteria.
 - (d) Subject to Subsection 6.11(e), if the Board decides under Subsection 6.11(c) above to forego enforcement, the Association is not prevented from later taking enforcement action.
 - (e) The Board shall not be arbitrary, capricious, or act against public policy in taking or not taking enforcement action.
- 6.12 **Reserve Fund.** The Association shall maintain a reserve fund and shall obtain and update a Reserve Analysis as required in this Declaration and the Act.
- 6.13 **Conflicts of Interest with Service Providers and Vendors.** The Association shall not permit any paid services or materials obtained by the Association to be performed or provided by: As long as the decision is documented in the minutes of the Association, and after full disclosure of the potential conflict, the Board of Directors, in its discretion, may permit the Association to obtain paid services or materials from: (1) any Board Member; (2) any relative of any Board Member, Manager, or of any officer, employee, or owner of the Manager; (3) any business or entity in which any Board Member, Manager, or employee, officer, or owner of any Manager or any relative of the same is employed or has more than a one percent (1%) ownership or beneficial interest; or (4) any business, entity, or Person with any familial or financial relationship with any Board Member, Manager, or of any officer, employee, or owner of the Manager, or any relative of the same. A relative is any natural individual known to be related by blood or marriage. The provision of services and materials for purpose of this provision shall include Managers, insurance brokers, investment or financial advisors, accountants, landscapers, contractors, and all other companies and Persons providing services to the Association.
- 6.14 **Establishing Hearing Procedures.** The Board of Directors shall have the authority to create a reasonable hearing process applicable in case the Association shall take adverse action related to

any particular Owner or group of Owners or in case a hearing process is required by law. The Board shall not be under any obligation to offer a hearing process, except as required by law or by the Governing Documents and in any such process shall have the authority to designate the procedure related to any such hearing and to make any and all final determinations of issues subject to the hearing process. The Board may establish the hearing process on an as-needed basis for particular matters as they arise or may set forth a process in the Rules applicable generally to such matters that it designates. Any such hearing process shall provide, at a minimum for: (1) at least two (2) weeks' notice of the hearing to the Owners, and (2) a reasonable time period under the circumstances for the Owner(s) to present their own testimony, the testimony of others, argument, authority, evidence, and other information the Owner deems relevant to the disputed issue. The Board may rely on any reasonable information and evidence in determining whether or not a violation of the Rules has occurred both initially and after a hearing.

- 6.15 **Review and Audit of Association Finances.** The Association may have an independent accountant conduct a review of the Association's finances. The Association shall make any such review available to the Owners. Any Owner may have an audit or review conducted of the Association's records by a CPA, at that Owner's expense, and the Association shall cooperate in providing access to any records needed for that audit or review. Upon receipt of a request signed by Owners holding forty percent (40%) of the Allocated Interests, the Committee shall have an audit conducted of the Association's finances by a CPA and shall make the audit available to the Owners.
- 6.16 **Annual Meeting.** The Association shall arrange for and conduct an annual meeting each year as provided for in the Bylaws and shall arrange for and conduct such other meetings of the Association as shall be properly requested pursuant to the Governing Documents or the law.
- 6.17 **Project Air Space, Drones, and Unmanned Aircraft.** The Association shall have the right in the Rules to regulate, ban any use, and impose reasonable requirements on the use of the airspace (all airspace up to public airspace) by anyone over the Property and any structures on the Property. The Association shall also have the right to regulate, ban, and impose restrictions or requirements on the flying of any device including unmanned aircraft or drones (any remotely controlled or autonomous flying device): (1) within all airspace over the Property and (2) in any airspace within 1000 feet of the Property if the device is caused to be flown by an Owner, Occupant, or Person within the Project. Any Rules adopted by the Association that do not prohibit or allow the flying of devices in the Project's airspace shall not subject the Association to liability for damages to Persons or property relating to the operation of such a device. Any Owner or tenant causing a flying device to be flown within the airspace over the Property or in violation of any Rule adopted by the Association shall: (1) be responsible for any damage caused by the device and (2) indemnify and defend the Association, its Manager, and all officers and directors (past or present), from any claims related to the device. The Association shall have the power to establish Rules implementing this Section 6.17 and such Rules may include, and are not limited to, the following: (1) requiring Owners to provide information about and/or photographs of the device to the Association, (2) requiring flying devices to be marked with the Owner's name or other information, (3) establishing certain areas, hours, minimum or maximum height limitations, or banning flying of devices completely, (4) banning altogether or designating required commercial drone delivery landing sites, and (5) any other reasonable Rules related to the flying of devices. This Section 6.17 does not create any Rules or policy to regulate, ban any use, and impose reasonable requirements on the use of airspace; rather, its purpose is to authorize the Association, in its discretion, to create such Rules in the future.

- 6.18 **Reinvestment Fee Covenant upon Sale or Transfer of Lot.** The Board may require the transferor/seller or transferee/buyer to pay a fee related to the transfer of a Lot (a “Reinvestment Fee”) as provided for in Utah Code Ann. § 57-1-46 in an amount up to one half of one percent (0.5%) of the value of the Lot, including any Dwellings and other improvements constructed thereon as may be identified in Section 3.1, at the time of the transfer. A transfer is any change in the ownership of the Lot as reflected in the office of the county recorder, regardless of whether it is pursuant to the sale of the Lot or not. The amount shall be set forth by the Board of Directors in the Rules consistent with Utah Code § 57-1-46. The value of the Lot for purposes of this Section 6.18 shall be the higher of: (1) the value of the Lot, including any Dwelling that has been constructed thereon, as determined by the property tax assessor on the date of the transfer of title, (2) the purchase price paid for the Lot, including any Dwelling thereon, related to the transfer, or (3) the value of the Lot and any Dwelling thereon on the date of the transfer of title as determined in an appraisal that may be obtained (in the discretion of the Board of Directors) and paid for by the Association using an appraiser selected by the transferee of the property from a list of five (5) appraisers selected by the Association. This reinvestment fee covenant may not be enforced against: (1) an involuntary transfer; (2) a transfer that results from a court order; (3) a bona fide transfer to a family member of the seller within three (3) degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; (4) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or (5) the transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of a common interest association’s costs directly related to the transfer of the burdened property, not to exceed two hundred fifty dollars (\$250.00) or such other amount as may be established by law. The Association shall have authority to record any notice required by law to effectuate this provision. The Association shall have the authority to enact Rules that may include: (1) requirements for Owners to provide sales and transfer documents, (2) requirements for the timing of responses to requests such as the selection of the appraiser, (3) default provisions if no selection is made such as allowing the Association to select the appraiser, and (4) other procedural requirements and Rules as the Board of Directors deems appropriate to effectuate the terms of this provision in a prompt and reasonable manner.

ARTICLE 7: BUDGETS & ASSESSMENTS

- 7.1 **Purpose of Assessments.** Money collected by the Association shall be used for: the purposes of promoting the health, safety, and welfare of the Owners; the management, maintenance, care, preservation, operation, and protection of the Project; enhancing the quality of life of the Owners in the Project; enhancing and preserving the value of the Project; and in the furtherance of carrying out or satisfying any other duty or power of the Association.
- 7.2 **Budget and Assessments.**
- (a) The Board of Directors is authorized and required to adopt a budget each calendar year for each of the following Association expenses for the purpose of calculating Assessments for the Lots: (1) the Townhomes Expenses; (2) the Cottage Homes Expenses; and (3) the Common Expenses. The budgets for the following calendar year shall be adopted not later than thirty (30) days prior to the beginning of each calendar year. The Board may revise the budgets from time to time as the Board deems appropriate.
 - (b) Each budget shall estimate the total expenses to be incurred for the next calendar year (or that calendar year for a revised budget), which shall be broken down into reasonably

detailed expense categories. Each budget shall include a line item that identifies the amount to be placed into a reserve fund. The budget may include contingencies and estimates as the Board deems appropriate.

- (c) The Board shall make a copy of the budgets available to all Owners no later than thirty (30) days after the adoption of the proposed budget or any revised budget.
- (d) Pursuant to the terms of Section 57-8a-215 of the Act, each budget may be disapproved by the Owners. If a budget is disapproved, the budget that the Board last adopted and that was not disapproved by the Owners continues as the budget until and unless the Board presents another budget to the Owners and that budget is not disapproved.

7.3 **Rate of Assessment.**

- (a) **General Assessment.** For purposes of the calculating the General Assessment, each Lot, except for Lot 18 in Valentine Estates Phase 1, shall have an equal Allocated Interest of 1/246. The Board shall determine the amount of the General Assessments to be paid by the Owners of each Lot, except for Lot 18 in Valentine Estates Phase 1, by multiplying the total budgeted Common Expenses amount by 1/246.
 - (1) Lot 18 in Valentine Estates Phase 1, which is the Lot with the church building, shall pay only a total of three hundred and sixty dollars (\$360.00) per year as a General Assessment, so long as such Lot 18 is owned by a charitable or non-profit organization exempt from taxation. This amount may be due and payable in one lump sum payment or in equal monthly payments as determined by the Association's Board. If the Association levies a special Assessment pursuant to Section 7.12, Lot 18 in Valentine Estates Phase 1 shall be exempt from such Assessment. However, Lot 18 in Valentine Estates Phase 1 shall not be exempt from any special Assessment levied pursuant to Section 7.13.
- (b) **Townhomes Assessment.** The Townhomes Assessment shall be paid only by the Owners of the Townhomes Lots. For purposes of the calculating the Townhomes Assessment, each Townhomes Lot shall have an equal Allocated Interest of 1/86. The Townhomes Assessment shall be determined by the Board by multiplying the total budgeted Townhome Expenses by 1/86.
- (c) **Cottage Homes Assessment.** The Cottage Homes Assessment shall be paid only by the Owners of the Cottage Homes Lots. For purposes of the calculating the Cottage Homes Assessment, each Cottage Homes Lot shall have an equal Allocated Interest of 1/65. The Cottage Homes Assessment shall be determined by the Board by multiplying the total budgeted Cottage Homes Expenses by 1/65.

7.4 **Payment of Regular Assessments.** The regular Assessment for each Lot shall be calculated by adding each Lot's total obligation of the General Assessment, Townhomes Assessment, and Cottage Homes Assessment. The Association or its Manager may elect to calculate and bill to each Owner that Owner's total Assessment obligation without identifying every category (i.e.: General Assessment, Townhomes Assessment, or Cottage Homes Assessment) of expenses that comprises that Lot's regular Assessment. Unless otherwise established by the Board and communicated to each Owner, each Owner shall pay to the Association the Owner's regular Assessment in equal monthly installments.

7.5 **Adjustments to Regular Assessments.** In the event the Board determines that the estimate of total charges for the current year is, or will become, inadequate to meet all the expenses of one of the particular budgets for any reason, the Board may then revise the respective budget

(whether it be the Common Expenses, Townhomes Expenses, or Cottage Homes Expenses) and each Owner's share of the new budget total based on the Owner's Allocated Interest as set forth in Section 7.3. Upon notice of the adjustment, and unless modified by the Board, each Owner shall thereafter pay to the Association the Owner's adjusted regular Assessment.

- 7.6 **Personal Obligation for Assessment.** Each Owner of any Lot, by acceptance of a deed or other instrument creating in such Owner the interest required to be an Owner, whether or not it shall be so expressed in any such deed or other instrument and regardless of any lien rights or lack thereof, hereby personally covenants and agrees with each other Owner and with the Association to pay to the Association any Assessments as provided for in the Governing Documents, including any Assessments assessed and unpaid prior to the date the Owner became an Owner. Each such Assessment, together with such interest, collection charges, costs, and attorney fees, shall also be the personal obligation of the Owner of such Lot at the time the Assessment becomes due.
- 7.7 **Capital Improvements.** Expenses for capital improvements may be included in the budget, paid for through special Assessments, or paid for in any other manner as determined by the Board.
- 7.8 **Allocation of Assessments.** Except as otherwise provided herein, all Assessments (other than special Assessments to individual Lots) shall be allocated to all Owners based on the Allocated Interest of each Lot as set forth in Section 7.3.
- 7.9 **Rules Regarding Billing and Collection Procedures.** The Board shall have the right and responsibility to adopt Rules setting forth procedures applicable to Assessments provided for in this Declaration and for the billing and collection of all Assessments, provided that such procedures are not inconsistent with the provisions herein. Such procedures and policies may include, but are not limited to, the date when Assessment payments are due and late, establishing late fees and collection charges, and establishing interest (per annum or compounded) that may be charged on unpaid balances. The failure of the Association to send a statement to an Owner or an error in any such statement (other than a certificate of payment) shall not relieve any Owner of liability for any Assessment or charge under the Governing Documents.
- 7.10 **Statement of Unpaid Assessment.** An Owner may request a statement from the Association showing an accounting of all unpaid Assessments and charges to the Owner's account. For any valid request, and upon payment of a fee of not more than twenty-five dollars (\$25.00) or the maximum amount allowed pursuant to Utah Code § 57-8a-311, the Association shall provide a written statement of account within a reasonable time. A written statement from the Association is conclusive in favor of a Person who relies on the written statement in good faith.
- 7.11 **Account Payoff Information.** The Association may charge a fee for providing payoff information related to amounts owed by an Owner to the Association in connection with the closing of an Owner's financing, refinancing, or sale of a Lot. The fee for providing the payoff information shall be fifty dollars (\$50.00). The Rules may establish a different fee amount, but such fee shall not exceed the maximum amount allowed pursuant to Utah Code § 57-8a-106.
- 7.12 **Special Assessments.** Subject to any limitations in this Declaration for the particular type of expense, the Association is expressly authorized to set and collect special Assessments payable as may be determined by the Association (in lump sums or over a period of time) to pay for any Common Expenses, Townhomes Expenses, or Cottage Homes Expenses. The type of special Assessment shall be calculated according to the Allocated Interests for each Owner as set forth in Section 7.3 of this Declaration. Notwithstanding the wording or terms of any notice of special

Assessment, a special Assessment shall be deemed assessed, for all purposes, on the date that the payment for the Assessment is due.

- 7.13 **Special Assessments to Individual Lot.** Special Assessments may be levied by the Association against a particular Lot and its Owner for:
- (a) Costs of providing services to the Lot upon request of the Owner;
 - (b) Costs incurred in bringing an Owner or the Owner's Lot or Dwelling into compliance with the provisions of the Governing Documents;
 - (c) Fines, late fees, collection charges, and interest;
 - (d) Any other charge designated as pertaining to an individual Lot in the Governing Documents;
 - (e) Costs and fees incurred by the Association in responding to unreasonable statements, threats, or demands by an Owner, and the Board, in its sole discretion and based on the circumstances, may determine when such statements, threats, or demands are unreasonable; and
 - (f) Attorney fees, costs, and other expenses relating to any of the above.
- 7.14 **Acceptance of Materials or Services.** In the event the Association undertakes to provide materials or services that are not otherwise required in the maintenance of the Project, which benefit individual Lots, and which can be accepted or not by individual Owners, such Owners, in accepting such materials or services, agree that the costs thereof may be a special Assessment pertaining to that Lot, at the discretion of the Board of Directors.
- 7.15 **Application of Excess Assessments.** In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may retain the excess in the Association's operating account as working capital, apply the excess to reserves, credit the excess against future Assessments, refund the excess to the Owners in proportion to the Allocated Interests of each Lot, or take other action with the funds permitted under this Declaration, as the Board deems appropriate. The decision of the Board shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.
- 7.16 **No Offsets.** All Assessments shall be payable at the time and in the amount specified by the Association, and no offsets against such amounts by Owners shall be permitted for any reason, including, without limitation, a claim that the Board is not properly exercising its duties and power, a claim in the nature of offset or that the Association owes the Owner money, or that the Association is not complying with its obligations as provided for in the Governing Documents.
- 7.17 **How Payments Are Applied.** Unless otherwise provided for in the Rules, all payments for Assessments shall be applied to the earliest (or oldest) charges first. Owners shall have no right to direct the application of their payments on Assessments or to require application of payments in any specific order, to specific charges, or in specific amounts.
- 7.18 **Loans.** The Association may borrow money and may provide such security as necessary for the loan, including but not limited to securitizing, pledging, or assigning the Association's right to assess Owners. Notwithstanding anything to the contrary, no Lot shall be security for any loan to the Association without that Owners' consent.

ARTICLE 8: NONPAYMENT OF ASSESSMENTS & LIABILITY

- 8.1 **Delinquency.** Assessments not paid within the time required shall be delinquent. Whenever an Assessment is delinquent, the Board of Directors may, at its option, invoke any or all of the remedies granted in this Article 8.
- 8.2 **Collection Charges and Interest.** The Board may adopt Rules governing the collection of Assessments. If the Board does not otherwise adopt or establish billing and collection procedures, the following shall apply: Assessments shall be due and payable on the first day of each month. Assessments will be considered past due if not paid by the last day of each month. If no payment is received by the last day of the month, the Association may charge a late fee up to twenty-five dollars (\$25.00). In addition to late fees, interest may accrue on all unpaid balances, including unpaid prior attorney fees, interest (resulting in compounding of interest), late fees, and Assessments, up to eighteen percent (18%) per annum, which may be compounded monthly on all outstanding charges. The Association may also assess to the Owner a collection charge, additional late fees, and any other reasonable charges by a Manager related to collections.
- 8.3 **Joint and Several Liability of Owner and Future Owners.** The Owner and any future Owners of a Lot are jointly and severally liable for all Assessments accruing related to that Lot prior to and during the time that an Owner is an Owner. An Owner is not liable for any Assessments accruing after he/she has lawfully transferred the Lot to another Owner. The recording of a deed to a Person that has not agreed to take ownership of the Lot shall not be considered a legal conveyance of title. The obligation in this paragraph is separate and distinct from any lien rights associated with the Lot.
- 8.4 **Lien.** The Association has a lien on each Lot for all Assessments, which include but are not limited to interest, collection charges, late fees, attorney fees, court costs, and other costs of collection (which shall include all costs and not be limited by those costs that may be awarded under the Utah Rules of Civil Procedure). This lien shall arise and be perfected as of the date of the recording of this Declaration and shall have priority over all encumbrances recorded after this Declaration is recorded, except as otherwise required by law. If an Assessment is payable in installments, the lien is for the full amount of the Assessment from the time the first installment is due, unless the Association provides otherwise in the notice of Assessment. The Association also has a lien on each Lot for all fines imposed against an Owner by the Association. This lien for fines shall arise when (1) the time for appeal described in Utah Code § 57-8a-208(5) has expired and the Owner did not file an appeal; or (2) the Owner timely filed an appeal under Utah Code § 57-8a-208(5) and the district court issued a final order upholding the fine. The Association's lien shall have priority over every other lien and encumbrance on a Lot except only: (1) a lien or encumbrance recorded before this Declaration is recorded; (2) a first or second security interest on the Lot secured by a mortgage or trust deed that is recorded before a recorded notice of lien by or on behalf of the Association; and (3) a lien for real estate taxes or governmental assessments or charges against the Lot. The Association may, but need not, record a notice of lien on a Lot.
- 8.5 **Action at Law.** The Association may bring an action to recover a delinquent Assessment either personally against the Owner obligated to pay the same or by foreclosure of the Assessment lien. In addition, the Association's choice of one remedy shall not prejudice or constitute a waiver of the Association's right to exercise any other remedy. Any attorney fees and costs incurred in this effort shall be assessed against the delinquent Owner and the Owner's Lot, and reasonable attorney fees and costs will thereafter be added to the amount in delinquency (plus

interest and collection charges, if appropriate). Each Owner vests in the Association, or its assigns, the right and power to bring actions at law or lien foreclosures against such Owner or Owners for the collection of delinquent Assessments.

- 8.6 **Foreclosure 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, an Owner's acceptance of an interest in a Lot constitutes a simultaneous conveyance of the Lots in trust, with power of sale, to Quinn A. Sperry, as trustee, for the benefit of the Association, for the purpose of securing payment of Assessments under the terms of this Declaration. The Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.
- 8.7 **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 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.
- 8.8 **Termination of Delinquent Owner's Rights.** The Association shall have all rights provided for in the Act to terminate a delinquent Owner's: (1) access to the amenities and Common Area in the Project, and (2) rights to receive a utility or other service paid for as a Common Expense, if any.
- 8.9 **Requiring Tenant to Pay Rent to Association.** Pursuant to and as provided for in the Act, the Association shall have a right to demand and collect rent from any Occupant in a Dwelling for any delinquent Assessment balance more than sixty (60) days late. Each Occupant, by moving into the Project, agrees to be personally liable and responsible to the Association for all rent payments after the Association gives proper notice that rent payments shall be paid to the Association.
- 8.10 **Attorney Fees Incurred as a Result of a Default.** In addition to any attorney fees and costs provided for herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner's failure to timely pay Assessments, including but not limited to attorney fees and costs incurred to: (1) obtain advice about a default; (2) collect unpaid Assessments; (3) file lawsuits or other legal proceedings related to a default in an effort to collect unpaid Assessments; (4) file pleadings, notices, objections, and proofs of claim in any bankruptcy proceeding; (5) examine the debtor or others related to collections; (6) monitor any bankruptcy proceedings including but not limited to regular monitoring of an Owner's progress in a chapter 13 or chapter 11 plan for the duration of the plan; (7) file any motions, objections, or other adversary proceedings in a bankruptcy matter and all related activities including seeking and responding to discovery; taking depositions or examinations; introducing evidence, hiring and paying expert witnesses; filing motions, pleadings, and other papers; attending trials, hearings, or other court proceedings, including as reasonably necessarily related to assert any non-dischargeability of debts, to assert claims against the estate or co-debtors, to challenge exemptions, to pursue any appropriate adversary proceeding, or for any other reason related to the ultimate attempt to collect unpaid Assessments; and (8) foreclose a lien, secure lien rights, or prepare any notice of lien. This provision is to be construed broadly to permit the Association to recover any reasonable fees and costs in any way related to an Owner's default in the payment of Assessments and the ultimate collection of those Assessments.
- 8.11 **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 Owner, including but not limited to

obligations to pay Assessments, taxes, or insurance, or to maintain the Lot. By taking a security interest in any Lot governed by this Declaration, Lenders cannot make any claim against the Association for nonpayment of taxes, Assessments, or other costs and fees associated with any Lot if the Association takes title to a Lot related to any failure to pay Assessments.

ARTICLE 9: PROPERTY RIGHTS IN LOTS & COMMON AREA

9.1 General Easements to Common Area and Lots.

- (a) Subject to all other terms of the Governing Documents, each Owner shall have the right and a nonexclusive license for use and enjoyment of the Common Area and facilities, subject to any other restrictions related to such use. Such right and nonexclusive license shall be appurtenant to and shall pass with title to each Lot and in no event shall such appurtenant rights be separated therefrom. Occupants shall have the same access and use rights to the Common Area and facilities as an Owner. All such rights shall be subject to any Rules established by the Board of Directors.
- (b) The Association shall have nonexclusive easements with the right of access over and across each Lot, to make inspections, to prevent or mitigate damage to Common Area and to maintain, repair, replace, or effectuate the restoration of the Common Area and facilities that the Association is responsible for maintaining which are accessible from such Lot. Such rights shall be exercised only after the notice required in this Declaration. The Association shall have a nonexclusive right to grant permits, licenses, and easements upon, across, over, under, and through the Common Area and facilities for purposes necessary for the proper operation of the Project.

9.2 Public Utilities, Easements, and Lease Agreements. Easements, leases, and rights-of-way over the Project for the installation and maintenance of electricity lines, telephone lines, cable television lines, fiber optics, water lines, gas lines, sanitary sewer lines, drainage facilities, telecommunication fixtures and equipment, utility fixtures and equipment, and such lines, fixtures, or equipment needed or determined by the Board of Directors to be helpful in serving the Project, Lots, or Lot Owners in the Project are hereby established and dedicated; provided, however, use of said easements and rights-of-way shall not unreasonably interfere with the use of the Common Area and facilities and the Lots by the Owners or Occupants. The Association, through its Board, shall have the power to grant and convey, in the name of the Association or all of the Owners as their attorney-in-fact, to any Person, easements, leases, and rights-of-way in, on, over, or under the Common Area and facilities or Lots for the purpose of constructing, erecting, operating, or maintaining lines, cables, wires, wireless transmission or reception equipment, conduits, or other devices for electricity, cable television, power, telecommunications, internet, telephone, public sewers, storm water drains and pipes, water systems, sprinkling systems, water heating and gas lines or pipes and any other public, quasi-public, or private improvements or facilities. Each Owner in accepting the deed to a Lot expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way. Such Owner and those claiming by, through, or under an Owner agree to execute promptly all such documents and instruments and to do such other things as may be necessary or convenient to effect the same at the request of the Association. However, no easement, lease, or right-of-way can be granted pursuant to this paragraph if it would permanently and materially interfere with the use, occupancy, or enjoyment by any Owner of such Owner's Lot. This provision expressly includes the Association's right to agree

to an extension of the currently existing Lease Agreement, or to enter into a new agreement, with Verizon Wireless (VAW) LLC d/b/a Verizon Wireless.

- 9.3 **Easements for Encroachments.** If any portion of the Common Area or any subdivision improvement encroaches upon any Lot, or if any Lot encroaches upon any other Lot or the Common Area as a result of the manner in which the subdivision improvements are 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.
- 9.4 **Limitation on Easement.** An Owner's rights and license for the use and enjoyment of the Common Area shall be subject to any other limitation in the Governing Documents and the right of any governmental or quasi-governmental body having jurisdiction over the Project to access and to have rights of ingress and egress over and across any roadway, parking area, or open areas contained within the Project for purposes of providing police and fire protection, transporting school children, and providing other governmental or municipal services.
- 9.5 **Views.** Views from a Lot and the Project are not assured or guaranteed in any way. There is no warranty concerning the preservation of any view or view plane from the Project and each Owner and Occupant in such Owner's Lot acknowledges and agrees that there are no view easements or view rights appurtenant to the Lot or the Project.

ARTICLE 10: USE LIMITATIONS & CONDITIONS

- 10.1 **Rules.** The Association shall have authority to promulgate and enforce such reasonable Rules and procedures as may aid the Association in carrying out any of its functions and to ensure that the Project is maintained and used in a manner consistent with the interest of the Owners. Pursuant to Utah Code § 57-8a-218(15), the requirements of § 57-8a-218, Subsections (1) through (13), except Subsection (1)(b)(ii), are hereby modified to not apply to the Association.
- 10.2 **Signs.** The Association may regulate and restrict signs in the Project, to the extent permitted by law and in the Rules. Unless the Association adopts additional Rules regulating signs in the Project, no signs or any other device with the apparent purpose of communicating any message to someone outside of a Lot shall be hung or displayed on a Dwelling or Lot except as permitted herein, or by the Board in writing. "Signs" shall include any type of object (including but not limited to flags, billboards, banners, plaques, a-frames, easel signs, poly-bag signs, corrugated plastic signs, lawn signs, window signs) used to convey a message, symbol, idea, identification, or for any other purpose that signs are typically used, that is placed in, on, or outside of a Lot with the apparent purpose, in whole or in part, of making it visible to people outside of the Lot. Notwithstanding the foregoing, the following signs shall be permitted:
- (a) Occupants may display one (1) reasonably sized American flag on the exterior of a Dwelling consistent with the Freedom to Display the American Flag Act of 2005, the Utah Display of Flag Act, and Utah Code § 57-8a-219. Flags, if displayed, must be displayed in accordance with United States Code Title 4, Chapter 1.
 - (b) Occupants may display on their own Lot, political signs related to a particular election. Political signs are permitted for a period of 60 days before and two (2) days after any election. One (1) sign per candidate or ballot measure of no more than 20x24 inches in size is permitted for each Lot.
 - (c) Occupants may display one (1) "for sale" sign in front of their own Dwelling or Lot.

- (d) Occupants may display on (1) “student athlete” or other student pride sign in front of their own Dwelling or Lot during the season in which the student is participating.

10.3 **Nuisance.** No noxious or offensive activity shall be carried on within the Project, nor shall any activity that might be or become an annoyance or nuisance to the Owners or Occupants be permitted to interfere with their rights of quiet enjoyment or increase the rate of any insurance or decrease the value of the Lots. No Owner or Occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule, or regulation of any local, city, county, state, or federal body. The Board may adopt Rules that further describe the activities that are deemed to be nuisances within the Project. A Nuisance includes but is not limited to:

- (a) Any unclean, unhealthy, unsanitary, unsafe, unsightly, untidy, or unkempt condition or any condition noxious to the senses including but not limited to any condition that emits any foul, unpleasant, or noxious odors or any condition that causes any unreasonable noise or other unreasonable condition that disturbs or might disturb the peace, quiet, safety, comfort, or serenity of the other Occupants at the Project;
- (b) Actions or activities tending to cause unreasonable embarrassment, discomfort, annoyance, distress or a disturbance to any other Occupant, their guests or invitees, particularly if police or the sheriff must be called to restore order;
- (c) Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence is in any way illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Project by other Occupants or their guests and invitees;
- (d) Foot or vehicle traffic in, on, or about any Lot beyond that expected for a typical personal residence, especially after 10:00 p.m. and before 7:00 a.m.;
- (e) Excessive noise beyond that which is typical for a residence after 10:00 p.m.;
- (f) Causing smoke to drift or otherwise enter into the Common Areas, another Lot, or the Limited Common Area of another Lot. Neither an Owner complaining of smoke or the Association responding to that complaint shall be required to close windows or doors, make repairs, or otherwise make any physical alteration to the Project or to any Lot to prevent drifting smoke from entering into that Lot or any Balcony or Patio associated with that Lot. It shall be the sole responsibility of the Owner causing the smoke to prevent or stop smoke from entering any other Lot or its Limited Common Area, which may require, if other attempts to stop it are unsuccessful, the termination of smoking
- (g) The failure to regularly remove rubbish, trash, refuse, waste, dust, debris, and garbage from a Lot; and
- (h) The pursuit of hobbies or other activities, including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions.

10.4 **Temporary Structures.** No structure or building of a temporary character, including a tent, trailer, or shack, shall be placed upon the Project or used therein unless it is approved by the Board.

10.5 **Parking.** Unless otherwise permitted by the Association in the Rules, the following parking restrictions shall apply. The primary purpose of each garage appurtenant to each Lot is for the parking and storage of automobiles and other vehicles. All parking of vehicles should be limited

to garages or, driveways. No vehicle may be parked or driven on or over sidewalks (unless the sidewalk is part of the driveway), curbs, or Landscaping.

- (a) Vehicle maintenance shall not be conducted on a Lot other than in an enclosed garage or other structure, or appropriately screened from view, except that limited emergency maintenance, not to exceed 24 hours, may be performed on an Owner's driveway.
- (b) Unless otherwise permitted by the Association in the Rules, no recreational vehicles (including, without limitation, motorcycles, trailers, campers, vans, or boats) shall be parked or stored outside of a garage except as permitted in Section 10.6.
- (c) The Association may adopt Rules relating to the parking of vehicles within and in the area of the Project including, without limitation: (1) Rules allowing or causing to be removed any vehicles that are improperly parked; (2) restrictions on the type and condition of vehicles in any customary or temporary parking; (3) restrictions on the time period and duration of temporary parking; (4) restrictions on commercial vehicles; and (5) the assessment of fines to Owners who violate the Rules or the assessment of fines to Owners whose guests violate such Rules.

10.6 **Recreational Vehicles.** Recreational vehicles, such as trailers, campers, vans, RV's, boats, snowmobiles, OHVs, oversized vehicles, and other similar recreational vehicles shall not be allowed to be kept on a Lot unless said vehicle or trailer is kept at all times within a garage or on a parking pad appropriately screened by a six-foot (6') high architecturally approved fence on all four sides, behind the front corner of a home, in the side yard set-back except as permitted herein, or by the Board in writing. The Association shall have the authority to adopt additional Rules for the regulation of recreational vehicles within the Project.

- (a) During the season of use, a recreational vehicle may be parked on the street, if permitted, or Owner's driveway for a limited time to accommodate loading or unloading that may be needed, not to exceed forty-eight (48) hours. In some instances, the Owner may request a variance for a longer period of time, which the Board may approve depending on circumstances, or disapprove. Any exception to the forty-eight (48) hour limit must be received by the Owner in writing from the Association.

10.7 **Outside Speakers and Amplifiers.** Owners shall be permitted to maintain reasonable radio, stereo, and speaker equipment for the projection of sound or music on or directed to the outside of any Dwelling, but any such equipment shall be subject to the regulations and limitations in the Association's Rules including any noise and nuisance requirements. Unreasonable noise originating from a Lot or Dwelling between the hours of 10:00 p.m. and 8:00 a.m. shall be deemed a nuisance.

10.8 **Repairs.** No repairs of any detached machinery, equipment, or fixtures, including without limitation, motor vehicles, shall be made in the Project except within an enclosed garage or other structure, or appropriately screened from view, or as may be permitted by the Board of Directors in the Rules.

10.9 **Holiday Decorations.** Holiday decorations may be displayed on the outside of Dwellings for thirty (30) days before and ten (10) days after the related holiday, except for winter holiday decorations, which may be displayed from November 1st through February 28th. The Association may adopt additional Rules to regulate holiday decorations in the Project, to the extent permitted by law. Holiday decorations shall include any type of object (including, but not limited to, lights, wreaths, plants, trees, displays, inflatable items, religious iconography or symbols) relating to any national or religious holiday or used to convey a religious message,

symbol, idea, identification, or for any other purpose that holiday decorations are typically understood and which are placed in, on, or outside of a Dwelling with the apparent purpose, in whole or in part, of making it visible to people outside of the Dwelling. Permanent holiday lighting will be considered on a case-by-case basis and must be approved in writing by the ARC.

- 10.10 **Unsightly Items.** The Board may adopt Rules regulating the removal, accumulation, and placement of any rubbish, debris, or unsightly material, conditions, or items. Unless and until the Board has adopted Rules, the following shall apply: (a) no vehicle, boat, or equipment shall be constructed, reconstructed, repaired, or abandoned within the Project, except for work done entirely within a completely enclosed garage or for work of a minor nature completed in a driveway in less than twenty-four (24) hours; (b) all rubbish, debris, unsightly materials, or similar objects of any kind shall be regularly removed from Lots and shall not be allowed to accumulate therein or thereon; (c) refuse containers and machinery and equipment not a part of the Lot shall be prohibited on the Lot unless obscured from view of neighboring Lots, or unless otherwise approved by the Board; (d) all City trash containers shall be stored within a garage, behind the front wall of and Estates Lot and Cottage Homes Dwelling, or between Townhome Buildings on Townhomes Lots, except within twenty-four (24) hours of public collection; (e) clotheslines shall be prohibited everywhere in the Project; and (f) new plantings and Landscaping placed on the property shall be properly nurtured and maintained.
- 10.11 **Animals.** Owners may only keep animals in accordance with City, County, and State laws and ordinances. Domestic animals generally kept in households such as dogs, cats, birds, fish, and hamsters may be kept in the Project subject to the Rules and the requirements of this Declaration. No livestock or poultry may be kept in any Lot.

Notwithstanding the foregoing, no animal may be kept within a Lot which: (1) is raised, bred, kept, or maintained for any commercial purposes; (2) causes a nuisance; or (3) in the good faith judgment of the Board of Directors, results in an annoyance or threat of injury, or is obnoxious to or unreasonably causes anxiety to other Owners or Occupants within the Project. The Board of Directors may exercise its judgment for specific animals even though others of the same breed or type are permitted to remain. All fecal matter shall be immediately cleaned up in the Project. The Board may adopt Rules adding further Terms and Conditions related to animals in the Association not inconsistent with this Declaration including but not limited to requirements for registration, specific fees or deposits for Owners of Lots that have animals, the use of leashes, and noise and barking limitations. An Owner who keeps a pet or animal of any kind is liable for any and all damage caused by such pet or animal and shall indemnify and hold harmless the Association and any other Owner from any loss, claim, or liability of any kind arising from or related to such pet or animal. Incessantly barking dogs will not be permitted and will result in fines.

- 10.12 **Residential Occupancy.** No trade, business, or commercial activity may be conducted in or from any Dwelling, Lot, or structure thereon unless:
- (a) The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell, from any other Dwelling or Lot;
 - (b) The business activity conforms to all zoning and legal requirements for the Project and the business activity;
 - (c) The business activity does not involve more than one (1) individual per day coming onto the Project who does not reside in the Project;

- (d) The business activity does not involve the solicitation of Occupants or Owners of the Project;
- (e) The business activity is consistent with the residential character of the Project and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other Owners and Occupants of the Project;
- (f) The business activity is disclosed to, and obtains the written approval of, the ARC before business is commenced along with a description of the business activity, a statement of the amount of space required in the Dwelling or Lot for such activity, which may not exceed thirty-three and one-third percent (33.3%) of the total area of the Dwelling or structure, and a description of any impact on the Project;
- (g) The business activity will not result in the increase of the cost of any of the Association's insurance;
- (h) The Owner of the Lot resides in the Dwelling in which the business activity is proposed for the entire time any business activity is conducted; and
- (i) The Board's ongoing requests for information related to the business as necessary to determine compliance with this paragraph are responded to fully and completely.

10.13 **No Subdivision, Timeshare, or Recording by Owners of Terms & Conditions.** No Lot or Dwelling shall be split, subdivided, separated, or timeshared into two (2) or more Lots or Dwellings or property interests (whether temporally or spatially), and no Owner of a Lot shall sell or lease part thereof; provided, however, this shall not prohibit transfers of parts of Lots between adjoining Lot Owners where the transfer is not for the purpose of creating a new building Lot. No subdivision Plat or covenants, conditions, or restrictions shall be recorded by any Owner or other Person with respect to any one Lot. No subdivision Plat or covenants, conditions, or restrictions related to any Lot, any Dwelling, or the Project shall be recorded on the Project unless the Board and/or Owners (as required in this Declaration) have first approved the Plat or the proposed covenants, conditions, or restrictions. Any Plat or covenants, conditions, or restrictions recorded in violation of this Section 10.13 shall be null, void, and of no legal effect. This Section 10.13 shall not be construed to prohibit the granting of any easement or right-of-way to any Person for any purpose.

10.14 **Landscape Maintenance.** Owners of Estates Lots and Cottage Homes Lots shall be responsible for maintaining their yards, gardens, fences, and mowing their lawns. Landscape maintenance obligations for Townhomes Lots are set forth on the Townhomes Lots Maintenance Matrix attached hereto as Exhibit D, and incorporated herein. The Association may adopt Rules further regulating the landscape maintenance for the Lots including standards for repairs, weed control, etc.

10.15 **Lighting.** The Board may adopt Rules setting forth exterior lighting standards and regulation. If such Rules are adopted, then exterior lighting fixtures and walkway and Landscaping lights shall be allowed only to the extent approved by the Board.

10.16 **Energy Conservation Equipment.**

- (a) Townhome Lots. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Townhomes Lots or Dwelling, unless (1) such installation is an integral and harmonious part of the architectural design of the Lot or Dwelling and is consistent with solar panel and other design restrictions set forth in the Architectural Design Guidelines (2) the installation is

approved by one hundred percent (100%) of the Allocated Interests in the Townhome Building on which the equipment is installed, and (3) the Owners in that Townhome Building approve by a vote of one hundred percent (100%) of the Allocated Interests in that Building taking full responsibility for the maintenance, repair, and replacement of the roof of that Building.

- (b) Estates Lots and Cottage Homes Lots. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Estates Lots or Cottage Homes Lots or Dwelling unless such installation is an integral and harmonious part of the architectural design of the Lot or Dwelling and is consistent with solar panel and other design restrictions set forth in the Architectural Design Guidelines.
- (c) All Lots. The ARC shall have the sole discretion to determine compliance with the Architectural Design Guidelines. Solar panels shall not be installed so as to be visible from any Lot or street in the Project without prior approval from the ARC.

10.17 **Variiances.** The Board may, at its option and in extenuating circumstances, grant variances from the Terms and Conditions set forth in this Article 10 if the Board determines in its discretion (by unanimous vote): (1) either that the Term and Condition would create an unreasonable hardship or burden on an Owner or Occupant, or that a change of circumstances since the recordation of this Declaration has rendered such Term and Condition 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 Owners or Occupants of the Project and is consistent with the high quality of life intended for residents of the 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. No variance may be granted that relates to the payment of Assessments unless it clearly appears after reasonable investigation under the circumstances that the Owner is incapable of paying the Assessment and the Lot is being or has been transferred to a new Owner either voluntarily or involuntarily through foreclosure.

10.18 **Hazardous Substances.**

- (a) As used in this Section 10.18, "Hazardous Substances" are those substances defined as a toxic or hazardous substance by Environmental Law including but not limited to the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. "Environmental Law" means federal laws and laws of the jurisdiction where the Project is located that relate to health, safety, or environmental protection.
- (b) The Owners shall comply with applicable Environmental Laws (as defined below), and shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (as defined below), on or within the Project, that are not properly controlled, safeguarded, and disposed of. The Owners shall not do, nor allow anyone else to do, anything affecting the Project that is in violation of any Environmental Law. The preceding two (2) sentences shall not apply to the presence, use, or storage on the Project of small quantities of Hazardous Substances that are generally recognized to be appropriate to the maintenance of a Lot or the Project.

- (c) No one shall permit anything to be done or kept on a Lot or Dwelling which will result in the cancellation of insurance or which would be in violation of any public law, ordinance, or regulation.
- (d) Each Owner shall indemnify, defend, and hold the Association and each and every other Owner harmless from and against any and all claims and proceedings (whether brought by private party or governmental agency) for bodily injury, property damage, abatement or remediation, environmental damage or impairment, or any other injury or damage resulting from or relating to any Hazardous Substances located under or upon or migrating into, under, from, or through the Project, which the Association or the other Owners may incur due to the actions or omissions of an indemnifying Owner. The foregoing indemnity shall apply: (1) when the release of the Hazardous Substance(s) was caused by an indemnifying Owner or an Occupant; and (2) whether or not the alleged liability is attributable to the handling, storage, generation, transportation, or disposal of Hazardous Substance(s) on the Project. The obligations of each Owner under this Section 10.18 shall survive any subsequent sale by an indemnifying Owner.

ARTICLE 11: INSURANCE

- 11.1 **Insurance Requirement.** The Association shall obtain insurance as required in this Declaration and as required by applicable law. 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 stand-alone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.
- 11.2 **Annual Insurance Report.** The Board of Directors may obtain a written report by an independent and experienced insurance broker, agent, or consultant (who may be the insurance provider/agent/broker used by the Association), with specific knowledge and experience in the community association insurance industry, setting forth: (1) a summary description of the insurance coverage obtained by the Association, including the dollar amounts of any such coverage, and any material exceptions, exclusions, and limitations on such coverage; (2) whether, in the opinion of such broker or consultant, the insurance coverage in effect for the Association complies with the requirements of this Declaration and the law; and (3) a description of any earthquake insurance and material exclusions and limitations for that coverage. The report may also set forth any recommendations or suggestions from the insurance professional regarding current policy provisions, deductibles, exceptions, exclusions, and for additional insurance suggested or recommended for the protection of the Owners in light of the insurance then available and the best practices with respect to other similar projects. If obtained, the most recent annual insurance report shall be provided to any Owner upon request.
- 11.3 **Property Insurance.** The Association shall maintain a policy of property insurance covering the Common Area and Limited Common Area, including all Townhome buildings as required by Part 4 of the Act, Common Area buildings, improvements, building service equipment and fixtures thereon to the extent that any structure that is normally insured under a property insurance policy is installed or erected on the Common Area or is otherwise the Association's obligation to maintain.
 - (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 or otherwise permanently part of or affixed to Common Areas, including but not limited to floor coverings,

cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, 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 Association shall set aside an amount equal to the amount of the Association’s property insurance policy deductible or, if the policy deductible exceeds ten thousand dollars (\$10,000.00), an amount not less than ten thousand dollars (\$10,000.00).

11.4 **Townhomes Property Insurance.** Each Owner of a Townhomes Lot shall obtain the following types of insurance coverages:

- (a) **Public Liability Insurance.** Each Townhomes Lot Owner shall obtain public liability insurance for his Lot and shall provide the Association with a Certificate of Insurance upon request.
- (b) **Building Coverage (Inside).** Each Townhomes Lot Owner shall have a minimum amount of ten thousand dollars (\$10,000.00) for building coverage added to the Owner’s individual policy.
- (c) Each Townhomes Lot Owner shall have a minimum amount of twenty thousand dollars (\$20,000.00) for loss assessment coverage added to his Townhome.
- (d) **Premium.** The insurance premium on the Townhomes Lot Owner’s policy shall be paid by the Owner.
- (e) **Maintenance Coverage.** The Owner shall obtain and keep in full force and effect at all times the required insurance coverage provided by companies duly authorized to do business in Utah.
- (f) **Not a Limitation.** The provisions of this Section 11.4 shall not be construed to limit the power or authority of the Townhomes Lot Owner to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder, in such amounts and in such forms as he may deem appropriate.
- (g) **Default.** If a Townhomes Lot Owner fails to main the required insurance or fails to provide a Certificate of Insurance within three (3) days of a request, and fails to remedy a default within ten (10) days of written notice, the Association may, but is not obligated to, without further notice purchase the required insurance and treat the cost as special Assessment.
- (h) **Contents.** The Association insurance policy does not cover the contents of the townhome or the personal property of the Owner or Occupant (such as automobiles, furniture, furnishings, appliances, paintings, pictures, wall hangings, clothing, personal belongings and effects) and other contents, or personal liability.
- (i) **Rental Income.** Providing insurance to cover the contents and lost rents or rental income is the responsibility of the individual Owner or Occupant.

It is presumed that the claimant is responsible to pay the deductible; provided, however, the deductible on a claim made against the Association's property insurance policy shall be paid for by the party (1) who would be liable for the loss, damage, claim, or repair in the absence of insurance or (2) from whose Lot the causal event originates. In the event of multiple responsible parties, the loss shall be allocated in relation to the amount each party's or parties' responsibility bears to the total. If a loss is caused by an act of God or nature or by an element, risk or peril beyond the control of the parties, then the Owner shall be responsible for the deductible. Each Owner is encouraged to purchase insurance to cover the cost of the deductible as stated above. The Association deductible will be ten thousand dollars (\$10,000.00) or less. Sixty (60) days' written notice will be given to Owners in the event the Board of Directors elects to increase the deductible in an amount greater than ten thousand dollars (\$10,000.00). Owners shall be responsible for the Association deductible despite inadequate insurance personally carried.

- 11.5 **Earthquake Insurance.** The Association may purchase earthquake insurance for the Townhomes Lots, if approved by a vote of the Owners holding at least fifty-one percent (51%) of the Allocated Interest of the Townhomes Lots.
- 11.6 **Flood Insurance.** If any part of the Project is or comes to be situated in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, the Board may purchase flood insurance covering the Project or that portion of the Project located within the Special Flood Hazard Area. If the Project is not situated in a Special Flood Hazard Area, the Association may nonetheless, in the discretion of the Board, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.
- 11.7 **Comprehensive General Liability (CGL) Insurance.** For so long as the Association has any obligation to maintain Common Area, the Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, repair, replacement, maintenance, or ownership of the Common Area and the Owners' membership in the Association. The coverage limits under such policy shall not be less than one million dollars (\$1,000,000) covering all claims for death of or injury to any one individual or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner.
- 11.8 **Directors' and Officers' Insurance.** The Association shall obtain directors' and officers' liability insurance protecting the Board Members, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). This policy shall: (1) include coverage for volunteers and employees, (2) include coverage for monetary and non-monetary claims, (3) provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) provide coverage for defamation. In the discretion of the Board of Directors, the policy may also include coverage for any Manager and any employees of the Manager and may provide that such coverage is secondary to any other policy that covers the Manager or any employees of the Manager.
- 11.9 **Insurance Coverage for Theft and Embezzlement of Association Funds.** The Association shall obtain insurance covering the theft or embezzlement of funds that shall provide coverage for: (1) an amount of not less than the sum of three (3) months' regular Assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds, plus the

amount of reserves and (2) theft or embezzlement of funds by: (a) officers and Board Members, (b) employees and volunteers of the Association, (c) any Manager of the Association, and (d) officers, directors, and employees of any Manager of the Association.

- 11.10 **Workers' Compensation Insurance.** If the Association has any employees, the Board shall purchase and maintain in effect workers' compensation insurance for all employees, if any, of the Association to the extent that such insurance is required by law and may purchase workers compensation insurance even if the Association has no employees, as the Board deems appropriate.
- 11.11 **Right to Negotiate All Claims & Losses & Receive Proceeds.** Insurance proceeds for a loss under the Association's property insurance policy: (a) are payable to an Insurance Trustee (defined in Section 11.12 below) if one is designated, or to the Association; and shall not be payable to a holder of a security interest. An Insurance Trustee, if one is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any remaining proceeds after such action as is necessary and is related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Lots. Each Owner hereby appoints the Association, or any Insurance Trustee, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: (1) the collection, receipt of, and appropriate disposition of all insurance proceeds; (2) the execution of releases of liability; (3) the execution of all documents; and (4) the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors, or assigns of an Owner.
- 11.12 **Insurance Trustee.** In the discretion of the Board or upon written request executed by Owners holding fifty percent (50%) or more of the Allocated Interests, the Board shall hire and appoint an insurance trustee ("Insurance Trustee"), with whom the Association shall enter into an insurance trust agreement, for the purpose of exercising such rights under this paragraph as the Owners or Board (as the case may be) shall require related to a loss and receipt or potential receipt of insurance proceeds.
- 11.13 **Certificates.** Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and, upon written request, to any Owner or Lender.
- 11.14 **Named Insured.** The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.
- 11.15 **Owner Act Cannot Void Coverage Under Any Policy.** Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association to terminate an insurance policy, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.
- 11.16 **Waiver of Subrogation Against Owners and the Association.** All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association, the Owners, any Person residing with a Lot Owner if an Owner resides in the Lot, and the Association's agents and employees.

- 11.17 **Right of Action.** Nothing in this Declaration shall prevent an Owner suffering a loss as a result of damage to property from asserting a claim, either directly or through subrogation, for the loss against any Person or entity at fault for the loss.
- 11.18 **Applicable Law.** This Declaration is specifically subjecting the Association to the insurance requirements and provisions in Part 4 of the Act, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance law applicable to community associations shall apply to this Association.

ARTICLE 12: DESTRUCTION OF IMPROVEMENTS

- 12.1 **Reconstruction.** In the event of partial or total destruction of a Townhome building, Common Area structure, or any portion of the Common Area within the Project, the Board of Directors shall promptly take the following actions:
- (a) The Board shall ascertain the cost of reconstruction by obtaining fixed price bids from at least two (2) reputable contractors, including the obligation to obtain performance and lien payment bonds.
 - (b) The Board, or any Insurance Trustee, if one is appointed, shall determine and liquidate the amount of insurance proceeds, if any.
 - (1) **Damage to a Portion of Project—Insurance Proceeds.**
 - (i) If a portion of the Project for which insurance is required under this part is damaged or destroyed, the Association shall repair or replace the portion within a reasonable amount of time unless: (1) repair or replacement would be illegal under a state statute or local ordinance governing health or safety; or (2) Owners holding at least seventy-five percent (75%) of the Allocated Interests in the Association vote not to rebuild.
 - (ii) The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.
 - (c) If the Board, in good faith, determines that none of the bids submitted under this Section 12.1 reasonably reflect the anticipated reconstruction costs, the Board shall continue to attempt to obtain additional bids that it determines reasonably reflect such costs. Such determination shall be made by the Board as soon as possible.
 - (d) The Board may engage the services of a reputable, licensed architect to advise and consult with the Board on all actions and decisions under this Section 12.1.
 - (e) The Board may contract with a licensed contractor or contractors to rebuild or repair such damaged or destroyed portions of the Common Area in conformance with the original plans and specifications, or if the Board determines that adherence to such original plans and specifications is impracticable or is not in conformance with applicable laws, ordinances, building codes, or other governmental rules or regulations then in effect, then such repairs or rebuilding shall be of a kind and quality substantially equivalent to the original construction of such improvements.
- 12.2 **Negotiations with Insurer.** The Association shall have full authority to negotiate in good faith with representatives of the insurer with regard to any totally or partially destroyed townhome building or any portion of the Common Area, and to make settlements with the insurer for less than full insurance coverage on the damage to such building or any other portion of the

Common Area. Any settlement made by the Association in good faith shall be binding upon all Owners and Lenders.

- 12.3 **Repair of Townhomes Lots.** Repair of any damage to the Townhomes Lots in areas that are the responsibility of the Association to maintain, repair, and replace shall be made by the Association and shall be included as part of the Townhomes Expenses. Repair of any damage to the Townhomes Lots or Dwelling in areas that are the responsibility of the Owner to maintain, repair, and replace, including, but not limited to, the interior of the Townhome Dwelling; improvements; utility lines servicing a single Townhome; and any other installation, improvement, structure, or element that is the Townhomes Lot Owner's responsibility to maintain, shall be made by and at the individual expense of the Owner of each affected Townhomes Lot and, in the event of a determination to reconstruct after partial or total destruction, shall be completed as promptly as practicable, and in a lawful and workmanlike manner.
- 12.4 **Repair of Single Family Lots.** The repair of any damage to an Estates Lot or Cottage Homes Lot shall be made by and at the individual expense of the Owner(s) of that Estates or Cottage Homes Lot.
- 12.5 **Priority.** Nothing contained in this Article 12 shall entitle an Owner to priority over any Lender under a lien encumbering the Owner's Lot as to any portion of insurance proceeds allocated to such Lot.

ARTICLE 13: EMINENT DOMAIN

- 13.1 **Taking of Common Area.** If a portion of the Common Area and facilities is taken by eminent domain, or sold under threat thereof, and is not comprised of and does not include any Lot, the Board of Directors shall, as soon as practicable, cause the award to be utilized for the purpose of repairing or restoring that area in the Project adjacent to the taking, and the portion of the award not used for restoration shall be added to the general funds of the Association.
- 13.2 **Taking of Entire Project.** In the event the Project, in its entirety, is taken by eminent domain, or sold under threat thereof, the Project is terminated and the provisions related thereto in this Declaration shall apply.
- 13.3 **Total Taking of a Lot.** If a Lot is taken by eminent domain, or sold under threat thereof, leaving the Owner with a remnant that may not be practically or lawfully used for any purpose permitted by this Declaration ("Unusable Remnant"), the award must compensate the Owner for the Owner's Lot and Allocated Interest regardless of whether any Common Area is taken. Upon such a taking, unless the decree otherwise provides, that Lot's Allocated Interest automatically shall be reallocated to the remaining Lots in proportion to their respective interests immediately before the taking. Upon such a taking, the Association shall prepare, execute, and record an amendment to this Declaration that accomplishes the adjustment required for this Section 13.3. Any Unusable Remnant remaining after part of a Lot is taken shall become part of the Common Area.
- 13.4 **Partial Taking of a Lot.** Except as provided in Section 13.3, if part of a Lot is taken by eminent domain, or sold under threat thereof, so that such Lot may still be practically and lawfully used under this Declaration, the award must compensate the Owner for the reduction in the value of the Owner's Lot. Upon such a taking, that Lot's Allocated Interest in the Common Area shall remain the same.

- 13.5 **Priority and Power of Attorney.** Nothing contained in this Article 13 shall entitle an Owner to priority over any Lender under a lien encumbering the Owner's Lot as to any portion of any condemnation award allocated to such Lot. Each Owner hereby appoints the Association as attorney-in-fact for the purpose of negotiations and settlement with the condemning authority for the acquisition of the Common Area or any part thereof.

ARTICLE 14: TERMINATION

- 14.1 **Required Vote.** Except as otherwise provided in Article 12 or Article 13, the Project may be terminated only by the approval of Owners holding at least sixty-seven percent (67%) of the Allocated Interests.
- 14.2 **Termination Agreement.** An agreement to terminate shall be evidenced by the execution or ratification of a termination agreement, in the same manner as a deed, by the requisite number of Owners. The termination agreement shall specify a date after which the agreement will be void unless it is recorded before that date. A termination agreement, including all ratifications of such termination agreement, shall be recorded in the records of the Davis County Recorder and is effective only on recordation.
- 14.3 **Sale of Project Following Termination.** A termination agreement may provide that the Association's entire interest in the Project be sold following termination. If, pursuant to such agreement, any real estate in the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.
- 14.4 **Association Duties.** The Association, on behalf of the Owners, may contract for the sale of real estate in the Project on the termination of the Project or related to the approval of the sale of the Project. The contract is not binding on the Owners until approved pursuant to Sections 14.1 and 14.2 of this Declaration. If any real estate in the Project is to be sold, immediately upon approval of the sale of the Property by the Owners or the approval of the Owners of termination of the Project, title to that real estate shall immediately vest in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had notwithstanding any termination. Unless otherwise specified in a termination agreement, as long as the Association holds title to the real estate, each Owner and his or her successors in interest have a right to occupancy of the Common Areas in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner and his or her successors in interest remain liable for all Assessments and other obligations imposed on Owners by this Declaration.
- 14.5 **Proceeds of Sale.** The proceeds of any sale of real estate or assets of the Association shall be held by the Association as trustee for Owners and Lenders as their interests may appear. Proceeds of the sale shall be distributed to Owners and Lenders according to their Allocated Interest. The interest of any Owner in such proceeds shall not be distributed to such Owner except upon the prior payment in full of any Assessment lien or lien of a Lender encumbering such proceeds. Following termination, Lenders holding notes on the Lots that were recorded before termination may enforce those liens in the same manner as any lien holder.
- 14.6 **Allocation upon Termination.** Unless provided otherwise herein, in a termination agreement, or in an approved contract for the sale of the Property, upon any liquidation or termination of all or part of the Project, the Association shall represent the Owners in any proceedings,

negotiations, settlements or agreements related thereto. Each Owner hereby appoints the Association as attorney-in-fact for such purpose, including the allocation of any losses, awards or proceeds resulting from such termination or liquidation. Any proceeds generated by such a termination or liquidation shall be made payable to the Association, which will hold such proceeds for the benefit of the Owners and their Lenders.

ARTICLE 15: AMENDMENTS

- 15.1 **General Amendment Requirements.** Except as otherwise provided herein, this Declaration may be amended only by an instrument in writing. Except as otherwise provided herein, this Declaration may be amended by the affirmative vote of Owners holding Allocated Interests totaling not less than sixty-seven percent (67%) of the total Allocated Interest. The approval required to amend this Declaration may be obtained by ballot, vote, or any other means allowed by law. No meeting shall be required for an amendment if the required vote for approval is obtained by written consent or ballot.
- 15.2 **Scope of Amendments.** This Declaration may be amended to add new rights, restrictions, and obligations, or to remove or modify existing rights, restrictions, and obligations. The right to amend shall be broadly construed to permit any change to the rights, restrictions, obligations, and other terms in this Declaration. This Declaration may be amended to make a particular section of the Act applicable to the Association, including a section that would not otherwise be applicable to the Association or if the application is unclear, without incorporating other provisions of the Act that are not otherwise applicable to the Association.
- 15.3 **Execution and Effective Date of Amendments.** An amendment that has been adopted as provided herein shall be executed by the Board of Directors, through its agent, who shall certify that the amendment has been approved and adopted and that the procedures and requirements necessary to amend this Declaration have been complied with. The amendment shall be effective when it is recorded in the office of the County Recorder of Davis County, Utah.
- 15.4 **Changes to Plat or Boundaries of the Association.** Unless otherwise required by Subsection 4.3(g), the Association may adopt an amended Plat, supplemental Plat, correction to the Plat, or boundary agreement related to any boundary in or around the Project, including any boundary to any Lot or Lots upon the approval by vote of sixty-seven percent (67%) of the Allocated Interests in the Association, in the same manner as required to amend this Declaration. Any such Plat may make material changes to the existing or prior Plat including deleting, adding, or modifying Common Area, or other changes in the layout of the Project. If any such amendment affects any boundary of a Lot, that Owner of the modified Lot must consent in writing. If the approval required herein is obtained, each and every Owner: (1) shall sign, consent to, and execute any further documents required for the finalization, recording, and/or governmental approval of any such document regardless of whether they approved of or consented to the change in the Plat, (2) grants the Association power of attorney to sign necessary documents on each Owner's behalf as necessary for the agreement, amendment, or correction, and (3) consents that the president of the Association, on behalf of the Association and its Board, has the authority to execute any such amended Plat, supplemental Plat, or correction to the Plat on behalf of the Association and all Lot Owners in the Project.
- 15.5 **Amendment to Conform to Law.** The Board of Directors may, without the approval of the Owners, amend this Declaration to conform this Declaration to any applicable legal requirements otherwise applicable to the Association, but only to the extent necessary to eliminate any conflict with the law, to add provisions required by law, or to add provisions that embody rights or obligations otherwise binding on the applicable parties as a matter of law. This

procedure may also be used to change this Declaration to add or conform to any requirements necessary for Owners to obtain government insured or guaranteed financing such as through VA, FHA, FNMA, or similar programs or to comply with any directive of any federal, state, or local government agency. The following procedures and requirements must be complied with for any such amendment:

- (a) The Association must obtain from an attorney who has a significant experience and a regular practice in area of community association law, a written opinion explaining in detail and opining that the proposed amendment may be sought pursuant to this Section 15.5.
- (b) The Board must unanimously agree to the amendment at the time it is recorded.
- (c) The Board must provide to the Owners: (1) the proposed amendment instrument, (2) the language of this Section 15.5 of this Declaration, (3) the law that conflicts with the existing Declaration language or the provisions that must be complied with to permit Owners to obtain financing, (4) the attorney opinion letter required for the amendment, and (5) a notice in which the Association (a) notifies the Owners that it intends to amend this Declaration pursuant to this Section 15.5, (b) provides notice to the Owners of their the right to object to the amendment within thirty (30) days, and (c) provides instructions on how, when, and where to properly return the objection. The Board may include further explanation, information, and recommendations regarding the proposed amendment in the information provided to the Owners.
- (d) Within forty-five (45) days of providing the information to the Owners required by this Section 15.5, no more than thirty percent (30%) of the Owners have objected to the amendment.
- (e) Having otherwise complied with all of the requirements of this Section 15.5, the Board Members shall each sign the amendment instrument verifying that this Section 15.5 has been complied with to the best of their knowledge and that no more than thirty percent (30%) of the Owners objected after having received proper notice. The amendment shall be effective upon the recording of the instrument in the office of the Davis County Recorder.

ARTICLE 16: INTERPRETATION, CONSTRUCTION, & APPLICATION OF DECLARATION

- 16.1 **No Waiver.** Failure by the Association or by any Owner to enforce any Term and Condition in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to that breach and any such future breach of the same or any other Term and Condition.
- 16.2 **Conflicting Provisions.** In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be this Declaration, the Plat, the Articles, the Bylaws, and then the Rules.
- 16.3 **Interpretation of Declaration and Applicability of the Act.** The Project shall be governed by the Act, except where (in compliance with the Act) the Association has included specific provisions in this Declaration that legally vary, supersede, or supplement the Act, in which event such specific provisions of this Declaration that are contrary to the Act shall govern the Project to the extent allowed by the Act. In the case of any conflict between this Declaration and the Act, to the extent the Act does not legally allow this Declaration to contain provisions

contrary to the Act, the Act shall control and this Declaration shall be deemed modified accordingly, but only to the extent necessary to come into compliance with the Act.

- 16.4 **Cumulative Remedies.** All rights, options, and remedies of the Association and the Owners in the Governing Documents are cumulative, and none shall be exclusive of any other, and the Association and the Owners shall have the right to pursue any one or all of such rights, options, and remedies or any other remedy or relief that may be provided by law simultaneously, consecutively, or alternatively.
- 16.5 **Severability.** Invalidation of any one or a portion of the Terms and Conditions by judgment or court order shall in no way affect any other Terms and Conditions, all of which shall remain in full force and effect.
- 16.6 **Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community and for the maintenance of the Project. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. References in this Declaration to article and section numbers, unless otherwise expressly provided, are to the article and section in this Declaration. To the extent permitted by law, the provisions of the Governing Documents shall not be interpreted for or against or strictly for or against the Association, any Owner, or any other Person subject to their terms.
- 16.7 **Applicable Law.** This Association is specifically made subject to the Act and the law as it is constituted and exists at the time this Declaration is recorded. Amendments to the Act after the date of recording of this Declaration shall not be applicable to the Association or the Project unless they are applicable as a matter of law or unless the Association makes those amendments applicable by amendment to this Declaration.
- 16.8 **Gender and Number.** Whenever the context of the Governing Documents requires, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.
- 16.9 **Effect of Declaration.** This Declaration is made for the purposes set forth in the recitals in this Declaration, and the Association makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances, regulations, and the like applicable thereto. The Association shall have no liability whatsoever if any Term and Condition is determined to be unenforceable in whole or in part for any reason.

ARTICLE 17: NOTICE

- 17.1 **Notices.** Any notice to be given to an Owner, a Lender, or the Association under the provisions of the Governing Documents shall be in writing and shall be delivered as follows:
- (a) Notice to an Owner from the Association.
- (1) Notice to an Owner shall be effective upon the satisfaction of any of the following delivery methods:
- (i) By a written notice delivered personally to the Owner, which shall be effective upon delivery.
- (ii) By a written notice placed in the first-class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address

shall have been furnished, then to the street address of such Owner's Lot. Unless otherwise provided by law, such as provided in Utah Code § 16-6a-103(4), any notice so deposited in the mail shall be deemed effective five (5) days after such deposit.

- (iii) By Electronic Transmission to an Owner which includes:
 - (A) By email that is sent to an email address provided by the Owner for the purpose of Association communications; or an email sent to an email address from which the Owner has communicated related to Association matters, and so long as no indication is received that the email may not have been delivered. Unless otherwise provided by law, any notice sent by email shall be deemed effective when received or five (5) days after it is sent, whichever is first.
 - (B) By facsimile (whether to a machine or to an electronic receiving unit) to an Owner that is sent to a facsimile number provided by the Owner for the purpose of Association communications and so long as no indication is received that the facsimile may not have been delivered. Unless otherwise provided by law, any notice sent by facsimile shall be deemed effective when received or five (5) days after it is sent, whichever is first.
 - (C) By text message to a phone number provided by the Owner for the purpose of Association communications; or a phone number from which the Owner has communicated related to Association matters, and so long as no indication is received that the text message may not have been delivered. Unless otherwise provided by law, any notice sent by text message shall be deemed effective when received or five (5) days after it is sent, whichever is first.
 - (iv) By any other method that is fair and reasonable as provided for in the Act or otherwise provided for by law.
- (2) Notwithstanding Subsection (1) of this Section 17.1, the Association shall send all notices by U.S. Mail if an Owner, by written demand, demands that the Association send all notices by mail.
 - (3) In the case of co-Owners, notice to one (1) of the co-Owners is effective as notice to all such co-Owners. The Association shall not be required to give more than one (1) notice per Lot, whether electronic or not. In case any two (2) co-Owners receive conflicting notice demands, notice shall be proper if mailed by first-class mail to the Lot address.
 - (4) In case posting of a notice on the Lot is permitted, such posting is effective when posted on the front or primary access door to the primary Dwelling and any such posting may be removed by the Association the sooner of either (1) two (2) days after the event or action for which notice was given; or (2) ten (10) days after the posting.

- (b) Special Notice Prior to Association Entry.
- (1) Emergency. In case of an emergency or condition requiring immediate entry as determined by the sole discretion of the Board or its authorized agent (1) onto the area of a Lot that is not part of the interior of a Dwelling, or (2) into the interior of a Townhomes Dwelling, then before entry the Association shall: (a) knock on the door of the Dwelling and attempt to obtain permission to enter the Lot or Townhomes Dwelling from an Occupant or Owner; (b) if no one answers the knocking, loudly identify who is knocking and state that the Person identified is going to enter the Lot or Townhomes Dwelling on behalf of the Association, then wait one (1) minute; and (c) where practicable under the circumstances, attempt to call the Owner or any Occupant prior to entering the Lot to inform them of the entry.
- (i) Dwellings on Estates Lots and Cottage Homes Lots. The Association shall not have the right to enter the interior of an Dwelling on an Estates Lot or a Cottage Homes Lot for an emergency, and may only enter a Dwelling as provided in Subsection 17.1(b)(2) below or with the permission of an Owner.
- (ii) Dwellings on Townhomes Lots. The Association shall have the right to enter the interior of a Dwelling on a Townhomes Lot in an emergency requiring immediate entry into the Dwelling only to the extent necessary to mitigate a loss for which the Association has obtained insurance, as determined by the sole discretion of the Board or its authorized agent.
- (2) The Association may only enter a Lot or Dwelling for the purposes permitted in this Declaration. If the Association determines that it needs to enter a Lot or Dwelling, other than in an emergency, then before entering, the Association shall:
- (i) Give notice to the Owner that an entry is required at least two (2) weeks in advance with such notice stating: (1) that the Association or its authorized Persons will enter, (2) the date and time of the entry, (3) the purpose of entering, (4) a statement that the Owner or Occupant can be present during the time the Association is on the Lot or inside the Dwelling, (5) the full names of any Person who will be entering, and the phone numbers and addresses of the Persons entering or of the company for whom the Persons entering are employed for the purpose of entering, and (6) any other information the Association deems appropriate to include; and
- (ii) Post the written notice described above on the front door of the Dwelling on the Lot at least seven (7) days prior to entry.
- (c) Notice to a Lender. Notice to a Lender shall be delivered by first-class U.S. Mail, postage prepaid, to the most recent address furnished by such Lender in writing to the Association for the purpose of notice or, if no such address shall have been furnished, to any office of the Lender. Any address for a Lender that is found on a document recorded on the title of a Lot shall be deemed an office of the Lender. Any notice so deposited in the mail shall be deemed effective when received or five (5) days after such deposit, whichever is first.

- (d) Notice to Association from an Owner. An Owner's notice to the Association shall be effective upon the satisfaction of any of the following delivery methods:
- (1) By a written notice delivered personally to a Board Member, which shall be effective upon delivery;
 - (2) By a written notice placed in the first-class U.S. Mail, postage prepaid, to the current registered business address of the Association. Any notice so deposited in the mail shall be deemed effective when received or five (5) days after such deposit, whichever is first;
 - (3) By written email correspondence to the Association: (1) that is sent to an email address provided by the Association in the prior twelve (12) months for the purpose of Association communications or (2) that is emailed to an email address from which the President of the Association has communicated related to Association matters, and so long as no indication is received that the email may not have been delivered or received. Any notice sent by email shall be deemed effective when received or five (5) days after it is sent, whichever is first;
 - (4) By facsimile (whether to a machine or by other means) to the Association that is sent to a facsimile number provided by the Association for the purpose of Association communications and so long as no indication is received that the facsimile may not have been delivered or received. Any notice sent by facsimile shall be deemed effective when received or five (5) days after it is sent, whichever is first; or
 - (5) By text message to a phone number provided by the Association for the purpose of Association communications, and so long as no indication is received that the text message may not have been delivered. Unless otherwise provided by law, any notice sent by text message shall be deemed effective when received or five (5) days after it is sent, whichever is first.

ARTICLE 18: ATTORNEY FEES AND COSTS

18.1 Legal Costs Associated with Disputes with Owners.

- (a) Owner Liable for Fees Incurred in Dispute. If the Association utilizes legal counsel to enforce any Term and Condition after notice to the Owner that the Association intends to enforce the Term and Condition or after the Owner communicates or demonstrates an intent not to comply with the Term and Condition, the Association may assess all reasonable attorney fees and costs associated with such enforcement to the Owner, regardless of whether a lawsuit is initiated or not.
- (b) Costs. The term "costs" as used in this Section 18.1 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 Declaration 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.
- (c) Exception to Owner's Liability for Fees and Costs. If, related to (1) any dispute with an Owner, (2) any challenge by an Owner to a position of the Association on a Term and Condition, or (3) a request of an Owner for direction on the application of a Term and Condition, the Association incurs legal fees or costs related to the interpretation and application of a Term and Condition that: (1) the Association could not establish an

initial position on without having incurred the fees and costs; or (2) results in a substantial modification to a prior position taken by the Association, then those fees or costs shall not be assessed to any Owner and shall be paid by the Association. This exception shall not apply if a lawsuit is currently pending with regard to the Owner and the issues arise as part of the lawsuit.

ARTICLE 19: RESERVES

- 19.1 **Requirement for Reserves.** The Association shall obtain a reserve analysis and shall maintain a reserve fund for the maintenance, repair, and replacement of the Common Area, pursuant to the following provisions:
- (a) **Collection.** Reserve funds may be collected as part of regular or special Assessments, as determined by the Board.
 - (b) **Amount.** In formulating the Association's yearly budget, the Association shall include a reserve fund line item in an amount the Board of Directors determines, based on the reserve analysis, to be prudent. A reserve fund line item means the line item in the Association's annual budget that identifies the amount to be placed into the reserve fund.
 - (c) **Owner Veto.** Within forty-five (45) days after the day on which the Association adopts the annual budget, the Owners may veto the reserve fund line item by a fifty-one percent (51%) vote of the Allocated Interests in the Association at a special meeting called by the Owners for the purpose of voting whether to veto a reserve fund line item. If the Owners veto a reserve fund line item and a reserve fund line item exists in a previously approved annual budget of the Association that was not vetoed, the Association shall fund the reserve account in accordance with that prior reserve fund line item.
 - (d) **Surplus Monies Applied to Reserves.** The Association may retain surplus Association money as additional reserves rather than refund it to the Owners or credit it to future Assessments.
 - (e) **Segregation of Reserves.** In accordance with Utah Code § 57-8a-211, the Association shall segregate money held for reserves from regular operating and other accounts.
 - (f) **Reserve Analysis.** In accordance with Utah Code § 57-8a-211, the Board shall cause a reserve analysis with an onsite evaluation to be conducted no less frequently than every six (6) years. The Board shall review and, if necessary, update a previously conducted reserve analysis no less frequently than every three (3) years. The Reserve analysis shall include, at a minimum: (1) a list of the components identified in the reserve analysis that will reasonably require reserve funds; (2) a statement of the probable remaining useful life, as of the date of the reserve analysis, of each component identified in the reserve analysis; (3) an estimate of the cost to repair, replace, or restore each component identified in the reserve analysis; (4) an estimate of the total annual contribution to a reserve fund necessary to meet the cost to repair, replace, or restore each component identified in the reserve analysis during the component's useful life and at the end of the component's useful life; and (5) a reserve funding plan that recommends how the association may fund the annual contribution set forth in the reserve analysis. The reserve analysis and updates shall project a minimum of thirty (30) years into the future.
 - (g) **Qualifications for Person Preparing Reserve Analysis.** The Board may conduct a reserve analysis itself or may engage a reliable Person or organization, as determined by the Board, to conduct the reserve analysis. The Person preparing the reserve study shall

- have: (1) experience in current building technologies, (2) a solid working knowledge of building-cost estimating and life-cycle costing for facilities, and (3) the tools and knowledge to prepare a report. Preferable qualifications include the RS (Reserve Specialist) designation available through the Community Association Institute (CAI), the PRA (Professional Reserve Analyst) designation offered through the Association of Professional Reserve Analysts (APRA), or other designations by similar associations establishing that the Person has some formal training related to preparing a reserve analysis.
- (h) Summary and Copies of Reserve Analysis. In accordance with Utah Code § 57-8a-211, the Association shall annually provide Owners a summary of the most recent reserve analysis or update. The Association shall provide a copy of the complete reserve analysis or update to any Owner requesting a copy.

ARTICLE 20: LEASING AND NON-OWNER OCCUPANCY

- 20.1 **Declaration and Rules Govern Non-Owner Occupancy.** Notwithstanding anything to the contrary in this Declaration or in the Bylaws, any leasing and non-Owner occupancy of a Lot shall be governed by this Section 20.1, the Rules, and procedures adopted as allowed in this Section 20.1.
- 20.2 **Definitions.** For the purpose of this Article 20:
- (a) “Non-Owner Occupied” means:
- (1) For a Lot owned in whole or in part by a natural individual or individuals, the Dwelling is occupied by someone when no individual Owner occupies the Dwelling as the individual Owner’s primary residence, or
 - (2) For a Dwelling owned entirely by one or more entities or trusts, the Dwelling is occupied by anyone.
- (b) “Family Member” means:
- (1) The spouse, parent, sibling, or child of an Owner; or
 - (2) In the case of a Dwelling owned by a trust or other entity created for estate planning purposes, a Person occupying the Lot if the trust or other estate planning entity that owns the Lot was created for the estate of (1) a current Occupant of the Lot, or (2) the spouse, parent, child, or sibling of the current Occupant of the Lot.
- 20.3 **No Non-Owner Occupancy.** Except as provided in Section 20.4, no Dwelling or Lot may be leased or Non-Owner Occupied.
- 20.4 **Permissible Non-Owner Occupied Lots.** The following Lots may be Non-Owner Occupied:
- (a) A Lot, or Dwelling, being rented pursuant to the provisions of the Association’s Governing Documents at the time this Declaration is recorded in the Davis County Recorder’s office shall be grandfathered and permitted to rent, lease, or allow a non-Owner Occupant to reside in the Dwelling until: (1) the Lot Owner occupies the Lot, or Dwelling, or (2) the ownership of the Lot, as evidenced by the records at the County recorder, changes in any way. Upon a change of ownership or occupation by an Owner, the Lot’s qualification for this exception irrevocably terminates.
 - (b) A Lot owned by a Person in the military for the period of the Owner’s deployment.

- (c) A Lot occupied by a Lot Owner's spouse, parent, child, or sibling.
- (d) A Lot whose Owner is relocated by the Owner's employer for a period of no less than two (2) years.
- (e) A Lot that is owned by an entity and is occupied by a natural Person who: (1) has voting rights under the entity's organizing documents, and (2) has a twenty-five percent (25%) or greater share of ownership, control, and right to profits and losses of the entity.
- (f) A Lot owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for: (1) the estate of a current resident of the Lot; or (2) the parent, child, or sibling of the current resident of the Lot.

20.5 **Rules and Resolutions.**

- (a) Requires Rules or Resolutions. The Board of Directors shall create, by Rule or resolution, procedures to:
 - (1) Determine and track the number of Lots subject to Section 20.4, and
 - (2) To ensure consistent administration and enforcement of this Article 20.
- (b) Permitted Rule. The Board of Directors may adopt Rules requiring:
 - (1) Reporting and procedural requirements related to Non-Owner Occupied Dwellings and the Occupants of those Dwellings other than those found in this Article 20, including requiring informational forms to be filled out by Owners and/or residents identifying non-Owner Occupants, vehicles, phone numbers, etc.;
 - (2) Reasonable fees related to the administration of leased and Non-Owner Occupied Lots, to the extent otherwise allowed by law; and
 - (3) Other reasonable administrative provisions consistent with and as it deems appropriate to enforce the requirements of this Declaration.

20.6 **Requirements for Leasing and Non-Owner Occupancy.** The Owners of all Dwellings must comply with the following provisions:

- (a) Any lease or agreement for otherwise allowable non-Owner occupancy must be in writing, must be for an initial term of at least twelve (12) months, and shall provide as a term of the agreement that the resident shall comply with this Declaration, the Bylaws, and the Rules, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for non-Owner occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the resident.
- (b) If required in the Rules or requested by the Board, a copy of any lease or other agreement for non-Owner occupancy shall be delivered to the Association within the time period provided for in the Rules or by the Board.
- (c) A non-Owner Occupant may not occupy any Dwelling for transient, short-term (less than twelve months), hotel, resort, vacation, or seasonal use (whether for pay or not). Except as a non-paying guest of an Owner, daily and weekly occupancy by non-Owner Occupants is prohibited.
- (d) No Owner may lease individual rooms to separate Persons or lease less than the entire Dwelling.

- (e) Any Owner who shall lease a Lot, or Dwelling, shall be responsible for assuring compliance by the non-Owner Occupant and any guest with the Governing Documents. Failure by an Owner to take legal action, including the institution of a forcible entry and unlawful detainer proceeding against the non-Owner Occupant who is in violation of the Governing Documents within ten (10) days after receipt of written demand to do so from the Management Committee, shall entitle the Association to take any and all such action as allowed by law and the Association's Governing documents, including, but not limited to, the institution of proceedings in forcible entry and unlawful detainer on behalf of such Owner against the Owner's non-Owner Occupant. The Association, the Board, and the Manager shall not have any liability for any action taken pursuant to this Section 20.6 and the Owner shall indemnify and pay the defense costs of the Association, the Board, the Manager and any of their agents, arising from any claim related to any action taken in good faith by any of them pursuant to this Section 20.6. Any expenses incurred by the Association related to an eviction, or other legal action, including attorney fees, service fees, storage fees, constable or sheriff fees, and costs of suit, shall be charged as an Assessment to such Owner of the Lot.

20.7 **Exceptions for Family Members.** If only Family Members occupy a Lot, or Dwelling, then notwithstanding anything contrary herein, the following applies:

- (a) Subsections 20.6(a), 20.6(c), and 20.6(d) shall not apply to that occupancy;
- (b) No written agreement regarding occupancy needs to be created between the Occupant and the Owner; and
- (c) Any written agreement regarding occupancy, to the extent it exists, may not be requested by the Board until an Occupant has violated a provision of the Governing Documents and if requested, may only be requested related to remedying or taking action as a result of such a violation.

20.8 **Joint and Several Liability of Owner and Non-Owner Occupants.** The Owner of a Dwelling shall be responsible for the Occupant's or any guest's compliance with this Declaration, Bylaws, and Rules. In addition to any other remedy for non-compliance with this Declaration, after reasonable notice, the Association shall have the right to initiate an action and obtain a forcible entry and unlawful detainer order from the court, or similar action, with the purpose of removing the offending non-Owner Occupant. The Association, the Board, and any Manager shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Board, and any Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph.

ARTICLE 21: GENERAL PROVISIONS

- 21.1 **Enforcement.** The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all Terms and Conditions including the right to prevent the violation of any such Terms and Conditions and the right to recover damages and other sums for such violation.
- 21.2 **No Liability of Officials.** To the fullest extent permitted by applicable law, neither the Board of Directors nor any officer of the Association shall be liable to any Owner or the Association for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, omission, error, or negligence.

- 21.3 **Use of Funds Collected by the Association.** All funds collected by the Association, including Assessments and contributions to the Association paid by the Owners, if any, shall be held by the Association in a fiduciary capacity to be expended in their entirety for nonprofit purposes of the Association in managing, maintaining, caring for, and preserving the Common Area and for other permitted purposes as set forth in this Declaration. No part of said funds shall inure to the benefit of any Owner (other than as a result of the Association managing, maintaining, caring for, and preserving the Common Area and other than as a result of expenditures made for other permitted purposes as set forth in this Declaration).
- 21.4 **Owner Liability and Indemnification.** Each Owner shall be liable to the remaining Owners and to the Association for any damage to the Common Area and facilities that may be sustained by reason of the negligent or intentional act that Owner or any intentional or negligent act of any Occupant of that Owner's Dwelling, to the extent such losses and damages are either under the Deductible of the Association or not covered by the Association's insurance. Each Owner, by acceptance of a deed to a Lot, agrees personally to indemnify each and every other Owner and Occupant in such other Owner's Lot and to hold such other Persons harmless from, and to defend such Persons against, any claim of any Person for personal injury or property damage occurring within the Lot of that particular Owner, except to the extent that: (a) such injury, damage, or claim is covered and defended by the Association's or such other Owner's liability insurance carrier; or (b) the injury or damage occurred by reason of the intentional act of the Association.
- 21.5 **Consent, Power of Attorney, and Waiver.** By acceptance of a deed, lease, or other conveyance of an interest in a Lot, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including but not limited to the right to prepare, execute, file, process, and record necessary and appropriate documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat, and the Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on such Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.
- 21.6 **Security.** The Association shall in no way be considered an insurer, guarantor, or provider of security from criminal conduct within or relating to the Project, including any Common Area and facilities that the Association may have an obligation to maintain. The Association shall not be held liable for any loss or damage by reason of criminal conduct arising for any reason including any failure to provide security or any ineffectiveness of security measures undertaken. Each and every Owner or Person entering the Project acknowledges that the Association has no duty to any Owner or Occupant related to security or criminal conduct and expressly acknowledges that no duty is owed to anyone such as that of a landlord or retail business. By purchasing a Lot in this Association and/or residing in this Association, Owners and Occupants agree that the Association and the Board of Directors are not insurers of the safety or well-being of Owners or Occupants or of their personal property as it relates to criminal conduct, and that each Owner or Occupant specifically waives any such claim and assumes all risks for loss or damage to Persons or property resulting from criminal conduct, to the extent any such damages are not covered by insurance.

- 21.7 **Reasonable Accommodations.** Notwithstanding anything to the contrary in this Declaration, the Association, upon receipt of a written opinion from its counsel that such action is required, may make or permit reasonable accommodations or modifications to the Project that are otherwise prohibited by the Governing Documents, as required under Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act) as amended, to accommodate a Person with a disability (as defined by Federal law at the time the accommodation is requested). Reasonable accommodations or modifications may include modifications to a Lot, the Common Area and facilities, or the buildings, or deviations from provision of the Governing Documents. Any such modification and accommodation made under this Section 21.7 shall not act as a waiver of the provisions of the Governing Documents with regard to anyone else.
- 21.8 **No Representations and Warranties.** EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR RESIDING IN THE PROJECT THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PROJECT AND THAT EACH OWNER OR OCCUPANT 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 PROJECT.

[INTENTIONALLY BLANK]

IN WITNESS THEREOF, the undersigned Presidents and Secretaries of the Valentine Estates Owners Association, Inc. and the Valentine Estates Pool Owners Association, Inc. hereby certify that the respective Board of Directors for both associations have obtained the affirmative vote or consent of more than sixty-seven percent (67%) of the total voting interests of both the Valentine Estates Owners Association, Inc. and the Valentine Estates Pool Owners Association, Inc. This DECLARATION OF CONSOLIDATION AND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VALENTINE ESTATES OWNERS ASSOCIATION, INC. is executed as of the day and year written below.

VALENTINE ESTATES OWNERS ASSOCIATION, INC.

DATED this 27 day of December, 2017 By: [Signature]
Name: Benjamin J. Buys
Its President

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

On this 27th day of December, 2017, personally appeared before me Benjamin J. Buys, whose identity is personally known to me, (proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the President of the Valentine Estates Owners Association, Inc. (the "Association"), and that said document was signed by him/her on behalf of the Association with all necessary authority, and acknowledged to me that said Association executed the same.



[Signature]
Notary Public

VALENTINE ESTATES OWNERS ASSOCIATION, INC.

DATED this 21 day of December, 2017 By: Jordan Wells
Name: Jordan Wells
Its Secretary

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

On this 21st day of December, 2017, personally appeared before me Jordan Wells, whose identity is personally known to me, (proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Secretary of the Valentine Estates Owners Association, Inc. (the "Association"), and that said document was signed by him/her on behalf of the Association with all necessary authority, and acknowledged to me that said Association executed the same.



Melissa Sheen
Notary Public

VALENTINE ESTATES POOL OWNERS ASSOCIATION, INC.

DATED this 27 day of December, 2017 By: Michael Simmons
Name: Michael Simmons
Its President

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

On this 27th day of December, 2017, personally appeared before me Michael Simmons, whose identity is personally known to me, (proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the President of the Valentine Estates Pool Owners Association, Inc. (the "Association"), and that said document was signed by him/her on behalf of the Association with all necessary authority, and acknowledged to me that said Association executed the same.



Melissa Sheen
Notary Public

VALENTINE ESTATES POOL OWNERS ASSOCIATION, INC.

DATED this 27 day of December, 2017 By: [Signature]
Name: Benjamin Gilgen
Its Secretary

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

On this 27th day of December, 2017, personally appeared before me Benjamin Gilgen, whose identity is personally known to me, (proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Secretary of the Valentine Estates Pool Owners Association, Inc. (the "Association"), and that said document was signed by him/her on behalf of the Association with all necessary authority, and acknowledged to me that said Association executed the same.

[Signature]
Notary Public



EXHIBIT A
LEGAL DESCRIPTION

Phase 1- Valentine Estates Townhomes (Parcels A-E)

A part of the Northeast Quarter of Section 34, Township 2 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Woods Cross, Davis County,

Beginning 1238.29 feet South 0°23'18" East along the Section Line from the Northeast Corner of said Section 34; and running thence South 0°23'18" East 843.49 feet along said Section Line; thence North 89°48'15" West 1047.94 feet; thence North 0°11'45" East 338.60 feet to a point of curvature; thence Northwesterly along the arc of a 15.00 foot radius curve to the Left a distance of 17.91 feet (Central Angle equals 68°24'35" and Long Chord bears North 34°00'32" West 16.87 feet) to a point of reverse curvature; thence Northwesterly, Northerly and Northeasterly along the arc of a 100.50 foot radius curve to the Right a distance of 239.52 feet (Central Angle equals 136°33'09" and Long Chord bears North 0°03'45" East 186.73 feet) to a point of reverse curvature; thence Northeasterly along the arc of a 15.00 foot radius curve to the Left a distance of 17.84 feet (Central Angle equals 68°08'34" and Long Chord bears North 34°16'02" East 16.81 feet) to a point of tangency; thence North 0°11'45" East 290.25 feet; thence South 89°48'15" East 1039.84 feet to the Section Line and the point of beginning.

Phase 1- Valentine Estates Townhomes (Parcel F)

All of Parcel F, Valentine Estates Phase 1, as recorded with the office of the Davis County Recorder, Located within the Northeast Quarter of Section 34, Township 2 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Woods Cross City, Davis County, Utah is further described as follows :

Beginning at a point on the West line of Redwood Road, as it is dedicated to a 53.00 foot half-width being 1718.76 feet South 0°23'18" East along the Section line and 33.06 feet North 89°48'15" West from the Northeast Corner of said Section 34, and running thence Southerly along said West line of Redwood Road, the following two (2) courses: South 0°11'09" East 176.13 feet and South 0°31'09" East 186.89 feet; thence North 89°48'15" West 40.00 feet; thence North 0°31'09" West 159.01 feet; thence North 89°48'15" West 177.23 feet; thence South 0°11'45" West 14.00 feet; thence North 89°48'15" West 33.00 feet; thence Northwesterly along the arc of a 15.00 foot radius curve to the left through a central angle of 90°00'00" (center bears North 89°48'15" West, long chord bears North 44°48'15" West 21.21 feet), a distance of 23.56 feet; thence North 0°11'45" East 5.00 feet; thence North 89°48'15" West 175.85 feet; thence South 0°11'45" West 5.00 feet; thence Southeasterly along the arc of a 15.00 foot radius curve to the left through a central angle of 90°29'45" (center bears South 0°11'45" West, long chord bears South 44°56'53" West 21.30 feet), a distance of 23.69 feet; thence South 89°42'00" West 33.00 feet; thence North 0°18'00" West 30.92 feet; thence North 89°48'15" West 79.87 feet; thence North 0°11'45" East 52.50 feet; thence North 89°48'15" West 154.00 feet; thence North 0°11'45" East 190.00 feet to the South line of 2260 South Street; thence Easterly along said South line the following two (2) courses: South 89°48'15" East 139.23 feet to a point of curvature and Northeasterly along the arc of a 178.00 foot radius curve to the left through a central angle of 44°39'07" (long chord bears North 67°52'12" East 135.24 feet), a distance of 138.72 feet; thence South 0°18'00" East 134.92 feet; thence South 45°18'00" East 26.16 feet; thence South 0°18'00" East 50.14 feet; thence South 44°42'00" West 26.16 feet; thence South 0°18'00" East 34.45 feet to a point of curvature; thence Southeasterly along the arc of a 15.00 foot radius curve to the left through a central angle of 89°30'15" (long chord bears South 45°03'07" East 21.12 feet), a distance of 23.43 feet to a point of tangency; thence South 89°48'15" East 176.44 feet to a point of curvature; thence Northeasterly along the arc of a 15.00 foot radius curve to the left through a central angle of 90°00'00" (long chord bears North 45°11'45" East 21.21 feet), a distance of 23.56 feet; thence South 89°48'15" East 33.00 feet; thence South 0°11'45" West 14.00 feet; thence South 89°48'15" East 176.81 feet; thence North 0°11'09" West 164.00 feet; thence South 89°48'15" East 40.00 feet to the point of beginning.

Contains: 91,666 sq.ft. - 2.104 ac. - 14 Units

Phase 2 – Valentine Estates Townhomes

A part of the Northeast Quarter of Section 34, Township 2 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Woods Cross, Davis County, Utah:

Beginning at the Northwest Corner of Valentine Estates Phase 1 Subdivision being 1238.29 feet South 0°23'18" East along the Section Line and 1039.84 feet North 89°48'15" West from the Northeast Corner of said Section 34; and running thence along the West Line of said Valentine Estates Phase 1 Subdivision the following three courses: South 0°11'45" West 290.25 feet to a point of curvature; Southwesterly along the arc of a 15.00 foot radius curve to the right a distance 17.84 feet (Central Angle equals 68°08'34" and Long Chord bears South 34°16'02" West 16.81 feet) to a point of reverse curvature; Southwesterly and Southerly along the arc of a 100.50 foot radius curve to the left a distance of 157.87 feet (Central Angle equals 90°00'00" and Long Chord bears South 23°20'19" West 142.13 feet) to a point of reverse curvature; thence Northwesterly along the arc of a 15.00 foot radius curve to the left a distance of 17.84 feet (Central Angle equals 68°08'34" and Long Chord bears North 55°43'58" West 16.81 feet) to a point of tangency; thence North 89°48'15" West 381.61 feet to a point of curvature; thence Southwesterly along the arc of a 15.00 foot radius curve to the left a distance of 17.84 feet (Central Angle equals 68°08'34" and Long Chord bears South 56°07'28" West 16.81') to a point of reverse curvature; thence Southwesterly, Westerly and Northwesterly along the arc of a 100.50 foot radius curve to the right a distance of 239.05 feet (Central Angle equals 136°17'08" and Long Chord bears North 89°48'15" West 186.55 feet) to a point of reverse curvature; thence Northwesterly along the arc of a 15.00 foot radius curve to the left a distance of 17.84 feet (Central Angle equals 68°08'34" and Long Chord bears North 55°43'58" West 16.81 feet) to a point of tangency; thence North 89°48'15" West 307.65 feet; thence South 28°53'00" West 101.83 feet; thence North 61°07'00" West 100.00 feet; thence North 76°49'28" West 58.17 feet; thence North 61°07'00" West 100.00 feet; thence North 28°53'00" East 462.47 feet; thence South 89°48'15" East 1041.87 feet to the Northwest Corner of said Valentine Estates Phase 1 Subdivision and the point of beginning.

Contains 506,137 sq. ft. or 11.619 acres.

Phase 1- Valentine Estates Cottage Homes

A part of the North ~~East~~ 1/4 of Section 34, Township 2 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Woods Cross City, Davis County, Utah and a portion of Parcel H, Valentine Estates Phase 1; being more particularly described as follows :

Beginning at a point on the South Line of Parcel H, Valentine Estates Phase 1, as recorded with the office of the Davis County Recorder, said point being 2081.78 feet South 0°23'18" East along the Section line and 992.94 feet North 89°48'15" West from the Northeast Corner of said Section 34; and running thence North 89°48'15" West 331.00 feet; thence North 0°11'45" East 335.99 feet; thence South 89°48'15" East 45.73 feet; thence North 0°11'45" East 82.00 feet to the South line of 2260 South Street and the Southerly boundary line of Valentine Estates Phase 2, as recorded with the office of the Davis County Recorder and running thence along said Southerly line the following two (2) courses: South 89°48'15" East 150.57 feet to a point of curvature; and 17.84 feet Southeasterly along the arc of a 15.00 foot Radius curve to the right through a Central Angle of 68°08'34" (Long Chord Bears South 55°43'58" East 16.81 feet) to a point of reverse curvature and a point on the Westerly line of Valentine Estates Phase 1 as recorded with the office of the Davis County Recorder; thence 157.40 feet southeasterly along the arc of a 100.50 foot Radius curve to the left through a Central Angle of 89°43'59" (Long Chord bears South 66°31'40" East 141.80 feet) along said Westerly line to a point of reverse curvature; thence 17.91 feet Southwesterly along the arc of 15.00 foot Radius curve to the left through a Central Angle of 68°24'35" (Center bears South 21°23'39" East, Long Chord bears South 34°24'03" West 16.86 feet) to a point of tangency; thence South 0°11'45" West 338.60 feet to the point of beginning.

Contains 127,492 sq.ft.
or 2.927 acres

Phase 2 - Valentine Estates Townhomes (Parcel H)

A part of Parcel H, Valentine Estates Phase 1, as recorded with the office of the Davis County Recorder, Located within the Northeast Quarter of Section 34, Township 2 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Woods Cross City, Davis County, Utah, described as follows:

Beginning at the Southwest Corner of Valentine Estates Townhomes Phase 1, located 1853.76 feet South 0°23'18" East along the Section line and 756.13 feet North 89°48'15" West from the Northeast Corner of said Section 34; and running thence North 89°48'15" West 154.00 feet; thence North 0°11'45" East 190.00 feet to the South Line of 2260 South Street as it exists at 28.00 foot half-width; thence South 89°48'15" East 154.00 feet along said South Line to the Northwest Corner of said Valentine Estates Townhomes Phase 1; thence South 0°11'45" West 190.00 feet along the West Line of said Valentine Estates Townhomes Phase 1 to the point of beginning.

*Contains: 29,260 sq. ft.
or 0.672 ac.
10 Units*

Phase 2 – Valentine Estates Cottage Homes

A part of the NE 1/4 of Section 34, Township 2 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Woods Cross City, Davis County, Utah;

Beginning at the Southwest corner of Valentine Estates Cottage Homes Phase 1, as recorded with the office of the Davis County Recorder, said point being 2081.78 feet South 0°23'18" East along the Section line and 1323.94 feet North 89°48'15" West from the Northeast Corner of said Section 34; and running thence North 89°48'15" West 391.00 feet; thence North 0°11'45" East 355.22 feet; thence North 47°31'55" East 33.45 feet to the South line of 2260 South Street, the Southerly boundary line of Valentine Estates Phase 2 and a point on the arc of a curve; thence Easterly along said south line the following three (3) courses: Southeasterly 202.56 feet along the arc of a 100.50 foot Radius curve to the left through a Central Angle of 115°28'44" (Center bears North 47°31'55" East, Long Chord bears North 79°47'33" East 169.97 feet) to a point of reverse curvature; Northeasterly 17.84 feet along the arc of a 15.00 foot Radius curve to the right through a Central Angle of 68°08'34" (Long Chord bears North 56°07'28" East 16.81 feet) to a point of tangency; and South 89°48'15" East 231.03 feet to the Westerly line of said Valentine Estates Cottage Homes Phase 1; thence along said Westerly line the following three (3) Courses: South 0°11'45" West 82.00 feet; North 89°48'15" West 45.73 feet; and South 0°11'45" West 335.99 feet to the point of beginning.

*Contains 156,125 sq.ft
or 3.584 acres*

Phase 3 - Valentine Estates Townhomes (Par of Parcel J)

A part of Parcel J, Valentine Estates Phase 1, as recorded with the office of the Davis County Recorder, Located within the Northeast Quarter of Section 34, Township 2 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Woods Cross City, Davis County, Utah, described as follows:

Beginning at a point on the South Line of said Parcel J located 2081.78 feet South 0°23'18" East along the Section line and 252.47 feet North 89°48'15" West from the Northeast Corner of said Section 34; and running thence along said Parcel J the following eight courses: North 89°48'15" West 219.09 feet to the Southwest corner thereof; North 0°18'00" West 145.06 feet; North 12°58'48" West 15.35 feet; North 0°11'45" East 5.00 feet to the Northwest corner thereof; South 89°48'15" East 175.85 feet; South 0°11'45" West 5.00 feet to a point on the arc of a curve, Southeasterly along the arc of a 15.00 foot radius curve to the right a distance of 23.56 feet (Center Bears South 0°11'45" West; Central Angle equals 90°00'00" and Long Chord bears South 44°48'15" East 21.21 feet); and South 89°48'15" East 33.00 feet; thence South 0°11'45" West 145.00 feet to the point of beginning.

*Contains: 35,527 sq. ft.
or 0.816 acres
10 Units*

Phase 3 – Valentine Estates Townhomes

A part of the North Half of Section 34, Township 2 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Woods Cross, Davis County, Utah:

Beginning at the Northwesterly Corner of Valentine Estates Phase 2, a subdivision in Davis County, Utah located 1238.29 feet South 0°23'18" East along the Section Line and 2081.71 feet North 89°48'15" West along the Northerly Boundary of the previous Valentine Estates Subdivisions from the Northeast Corner of said Section 34; and running thence along the Westerly and Southerly Boundary of said Valentine Estates Phase 2 the following four courses: South 28°53'00" West 462.47 feet; South 61°07'00" East 100.00 feet; South 76°49'28" East 58.17 feet; and South 61°07'00" East 100.00 feet; thence South 28°53'00" West 324.12 feet; thence South 25°39'58" East 49.27 feet; thence South 0°23'18" East 40.17 feet; thence North 89°48'31" West 897.67 feet; thence North 0°23'18" West 20.00 feet along the Easterly Line of Lot 7 of the Amended Westside Industrial Park to the Northeasterly Corner thereof; thence North 89°48'31" West 74.49 feet along the Northerly Line of said Lot 7 to the Easterly Line of the Legacy Parkway; thence North 27°58'42" East 976.23 feet along said Easterly Line; thence South 89°48'15" East 640.87 feet to the point of beginning.

*Contains 683,635 sq. ft.
or 15.694 acres*

Phase 4 – Valentine Estates Townhomes (Part of Parcel J)

A part of Parcel J, Valentine Estates Phase 1, as recorded with the office of the Davis County Recorder, Located within the Northeast Quarter of Section 34, Township 2 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Woods Cross City, Davis County, Utah, described as follows:

Beginning at the Southeast corner of said Parcel J located 2081.78 feet South 0°23'18" East along the Section line and 73.26 feet North 89°48'15" West from the Northeast Corner of said Section 34; and running thence North 89°48'15" West 179.22 feet; thence North 0°11'45" East 159.00 feet to the North Line of said Parcel J; thence South 89°48'15" East 177.23 feet along said North Line to the Northeast corner thereof; thence South 0°31'09" East 159.01 feet to the Southeast corner thereof and the point of beginning.

*Contains: 28,338 sq. ft.
or 0.650 acres
10 Units*

Phase 5 - Valentine Estates Townhomes (Parcel G)

All of Parcel G, Valentine Estates Subdivision Phase 1, located in the Northeast Quarter of Section 34, Township 2 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, described metes and bounds as follows:

Beginning at the Southwest Corner of Valentine Estates Townhomes Phase 3, located 2,081.78 feet South 0°23'18" East along the Section Line; and 471.57 feet North 89°48'15" West from the Northeast Corner of said Section 34; and running thence North 89°48'15" West 286.89 feet; thence North 0°11'45" East 228.00 feet to the Southwest Corner of Valentine Estates Townhomes Phase 1; thence along said Valentine Estates Townhomes Phase 1 the following six courses: South 89°48'15" East 154.00 feet; South 0°11'45" West 52.50 feet; South 89°48'15" East 79.87 feet; South 0°18'00" East 30.92 feet; North 89°42'00" East 33.00 feet; and Northeasterly along the arc of a 15.00 foot radius curve to the right a distance of 23.69 feet (Center bears North 89°42'00" East; Central Angle equals 90°29'45" and Long Chord bears North 44°56'53" East 21.30 feet); thence along the West Line of said Valentine Estates Townhomes Phase 3 the following two courses: South 12°58'48" East 15.35 feet; and South 0°18'00" East 145.06 feet to the point of beginning.

*Contains 56,924 sq. ft.
or 1.307 acres*

Phase 6 - Valentine Estates Townhomes (Parcel H)

A part of Parcel H, Valentine Estates Subdivision Phase 1, located in the Northeast Quarter of Section 34, Township 2 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at the Southwest Corner of Valentine Estates Townhomes Phase 5, located 2,081.78 feet South 0°23'18" East along the Section Line; and 758.46 feet North 89°48'15" West from the Northeast Corner of said Section 34; and running thence North 89°48'15" West 234.49 feet to the Southeast Corner of Valentine Estates Cottage Homes Phase 1 Subdivision; thence along the East line of said subdivision the following two courses: North 0°11'45" East 338.60 feet to a point of curvature; and Northeasterly along the arc of a 15.00 foot radius curve to the right a distance of 17.91 feet (Central Angle equals 68°24'35" and Long Chord bears North 34°24'03" East 16.86 feet) to a point of reverse curvature on the South Line of 2260 South Street; thence along said South Line the following three courses: Northeasterly along the arc of a 100.50 foot radius curve to the left a distance of 81.66 feet (Central Angle equals 46°33'09" and Long Chord bears North 45°19'46" East 79.43 feet) to a point of reverse curvature; Northeasterly along the arc of a 15.00 foot radius curve to the right a distance of 17.84 feet (Central Angle equals 68°08'34" and Long Chord bears North 56°07'28" East 16.81 feet) to a point of tangency; and South 89°48'15" East 0.79 feet to the Northwest corner of Valentine Estates Townhomes Phase 2 Subdivision; thence along said subdivision the following two courses: South 0°11'45" West 190.00 feet to the Southwest corner thereof; and South 89°48'15" East 154.00 feet to the Southeast corner thereof; thence South 0°11'45" West 228.00 feet along the West line of said Valentine Estates Townhomes Phase 5 to the point of beginning.

*Contains 65,519 sq. ft.
or 1.504 acres*

Phase 7 - Valentine Estates Townhomes (Parcel I)

A part of Parcel I, Valentine Estates Phase 1, as recorded with the office of the Davis County Recorder, Located within the Northeast Quarter of Section 34, Township 2 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Woods Cross City, Davis County, Utah, described as follows:

Beginning at a point on the North Line of said Parcel I located 1718.76 feet South 0°23'18" East along the Section line and 248.77 feet North 89°48'15" West from the Northeast Corner of said Section 34; and running thence South 0°11'45" West 150.00 feet to the Southerly Line of said Parcel I; thence along said Parcel I the following ten courses: North 89°48'15" West 33.00 feet; Southwesterly along the arc of a 15.00 foot radius curve to the right a distance of 23.56 feet (Center Bears North 89°48'15" West; Central Angle equals 90°00'00" and Long chord bears South 45°11'45" West 21.21 feet) to a point of tangency; North 89°48'15" West 176.44 feet to a point of curvature; Northwesterly along the arc of a 15.00 foot radius curve to the right a distance of 23.43 feet (Central Angle equals 89°30'15" and Long Chord bears North 45°03'07" West 21.12 feet;) North 0°18'00" West 34.45 feet; North 44°42'00" East 26.16 feet; North 0°18'00" West 50.14 feet; North 45°18'00" West 26.16 feet; North 0°18'00" West 28.54 feet; and South 89°48'15" East 240.74 feet to the point of beginning.

*Contains 37,743 sq. ft.
or 0.866 acre
10 Units*

Phase 3- Valentine Estates Cottage Homes

A part of the Northeast Quarter of Section 34, Township 2 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Woods Cross City, Davis County, Utah;

Beginning at the Southwest Corner of Parcel A, Valentine Estates Cottage Homes Phase 2 Subdivision, located 2081.78 feet South 0°23'18" East along the Section Line; and 1714.94 feet North 89°48'15" West from the Northeast Corner of said Section 34; and running thence North 89°48'15" West 499.33 feet to the Easterly Line of Valentine Estates Phase 3 Subdivision; thence along said Easterly Line the following two courses: North 25°39'58" West 49.27 feet to the Southeast corner of Lot 304 thereof; and North 28°53'00" East 425.95 feet to the Southerly Line of 2260 South Street as it exists at 28.00 foot half-width; thence along said Southerly Line the following three courses: South 89°48'15" East 307.65 feet to a point of curvature; Southeasterly along the arc of a 15.00 foot radius curve to the right a distance of 17.84 feet (Central Angle equals 68°08'34" and Long Chord bears South 55°43'58" East 16.81 feet) to a point of reverse curvature; and Southeasterly along the arc of a 100.50 foot radius curve to the left a distance of 36.50 feet (Central Angle equals 20°48'25" and Long Chord bears South 32°03'53" East 36.30 feet) to the most Northerly Corner of Lot 220 of said Valentine Estates Cottage Homes Phase 2 Subdivision; thence along the Westerly Line of said subdivision the following two courses: South 47°31'55" West 33.45 feet; and South 0°11'45" West 355.22 feet to the Southwest Corner of said Parcel A and the point of beginning.

*** PRUD**

*Contains 179,734 sq. ft.
or 4.126 acres*

Phase 8 - Valentine Estates Townhomes (Part of Parcel I)

A part of Parcel I, Valentine Estates Phase 1, as recorded with the office of the Davis County Recorder, Located within the Northeast Quarter of Section 34, Township 2 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Woods Cross City, Davis County, Utah, described as follows:

Beginning at Northeast Corner of said Parcel I located 1718.76 feet South 0°23'18" East along the Section line and 73.06 feet North 89°48'15" West from the Northeast Corner of said Section 34; and running thence South 0°11'09" East 164.00 feet along the East Line of said Parcel I to the Southeast Corner thereof; thence North 89°48'15" West 176.81 feet along the South Line of said Parcel I; thence North 0°11'45" East 164.00 feet to the North Line of said Parcel I; thence South 89°48'15" East 175.71 feet along said North Line to the point of beginning.

*Contains 28,906 sq. ft.
or 0.664 acre
10 Units*

Valentine Estates Pool Owners Association

ALL OF PARCEL B, VALENTINE ESTATES COTTAGE HOMES PHASE 1 PRUD AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD WITH THE DAVIS COUNTY RECORDER'S OFFICE.

ALL PRIVATE STREETS OF VALENTINE ESTATES COTTAGE HOMES PHASE 1 PRUD AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD WITH THE DAVIS COUNTY RECORDER'S OFFICE.

ALL OF PARCEL A, VALENTINE ESTATES COTTAGE HOMES PHASE 2 PRUD AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD WITH THE DAVIS COUNTY RECORDER'S OFFICE.

ALL PRIVATE STREETS OF VALENTINE ESTATES COTTAGE HOMES PHASE 2 PRUD AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD WITH THE DAVIS COUNTY RECORDER'S OFFICE.

ALL OF PARCEL A, VALENTINE ESTATES COTTAGE HOMES PHASE 3 PRUD AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD WITH THE DAVIS COUNTY RECORDER'S OFFICE.

ALL PRIVATE STREETS OF VALENTINE ESTATES COTTAGE HOMES PHASE 3 PRUD AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD WITH THE DAVIS COUNTY RECORDER'S OFFICE.

3067976
BK 6921 PG 2179

Parcel / Serial Nos.

06-082-0132	06-262-0112	06-340-0508	06-273-0203	06-318-0009
06-082-0137	06-262-0113	06-340-0509	06-273-0204	06-318-0010
06-082-0138	06-262-0114	06-340-0510	06-273-0205	06-318-0011
06-260-0001	06-262-0115	06-340-0511	06-273-0206	06-262-0116
06-260-0002	06-262-0116	06-348-0601	06-273-0207	06-262-0117
06-260-0003	06-262-0117	06-348-0602	06-273-0208	
06-260-0004	06-321-0201	06-348-0603	06-273-0209	
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06-318-0012	06-328-0314	06-359-0320		

3067976
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06-318-0013	06-328-0315	06-359-0321
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06-328-0311	06-359-0317	
06-328-0312	06-359-0318	
06-328-0313	06-359-0319	

EXHIBIT B

**BYLAWS
FOR
VALENTINE ESTATES
OWNERS ASSOCIATION, INC.**

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BYLAWS
OF
VALENTINE ESTATES OWNERS ASSOCIATION, INC

These Bylaws are hereby adopted and established as the Bylaws of the Valentine Estates Owners Association, Inc. (the "Association"). These Bylaws and any amendments thereto shall apply to the Association upon their recording and shall bind all present and future Owners and Occupants.

ARTICLE I: DEFINITIONS

- 1.1 **Definitions.** Except as otherwise provided herein or as may be required by the context, all terms defined in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Valentine Estates Owners Association, Inc. (the "Declaration"), as amended, shall have the same defined meanings when used in these Bylaws.
- 1.2 **Notice.** Notice as required in these Bylaws shall be accomplished as provided for in the Declaration.

ARTICLE II: OWNERS

- 2.1 **Annual Meetings.**
- (a) **Requirement.** An annual meeting of the Owners shall be held each calendar year.
 - (b) **Date.** Unless changed by the Board of Directors, the annual meeting of Owners shall be held in October each year, the specific date and time of which shall be set by the Board of Directors.
 - (c) **Purpose.** The Annual Meeting shall be held for any, or all, of the following purposes:
 - (1) Electing members of the Board of Directors;
 - (2) Discussing the most recent financial report(s), budget statement, and reserve study;
 - (3) A review and discussion of the Rules;
 - (4) Discussing insurance issues and coverage; and
 - (5) Transacting such other business as may properly come before the meeting.
 - (d) **Approval of Minutes.** The minutes of each Annual Meeting, not previously approved, shall be approved by a majority of the Members in attendance at the following Annual Meeting.
 - (e) **Election of Board Members.** If Board Member elections cannot be held on the day designated for the Annual Meeting of the Owners, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Owners, to be convened as soon thereafter as may be convenient.
- 2.2 **Special Meetings.**
- (a) **Who May Call.** Special meetings of the Owners may be called by the Board of Directors, the President, or upon the written request of Owners holding no less than twenty percent (20%) of the Allocated Interest of the Association.

- (b) Requirements for Request of Owners. Any written request for a special meeting by the Owners shall include the signature of each Owner affirmatively supporting such request along with a statement of the purpose of the meeting. The statement of affirmation and purpose must be on every document containing signatures. Such written request is to state the purpose or purposes of the meeting and shall be delivered to the Manager, or President who shall then call, provide notice of, and conduct a special meeting within sixty (60) days of receipt of the request that shall address the purpose identified on the request, but no other issues.
- 2.3 **Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board and stated in the notice of the meeting.
- 2.4 **Notice of Meetings.** The Board shall cause written notice of the time and place, and in the case of a special meeting, the purpose, for all meetings of the Owners (whether annual or special) to be delivered, for annual meetings not more than sixty (60) days nor fewer than twenty (20) days prior to the meeting, and for special meetings not more than thirty (30) days nor fewer than ten (10) days prior to the meeting for special meetings.
- 2.5 **Owners of Record.** For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, or any adjournment thereof, the Board may designate a record date, which shall not be more than thirty (30) or fewer than ten (10) days prior to the meeting. If no record date is designated prior to sending notice of the meeting, the first date on which a notice of the meeting is sent shall be deemed to be the record date for determining Owners entitled to notice of or to vote at the meeting. The Persons or entities appearing in the records of the Association on such record date as the Owners of record of Lots in the Property shall be deemed to be the Owners of record entitled to notice of and to vote at the Owner meeting.
- 2.6 **Quorum.** Those Owners present in person, by ballot, or by proxy at any duly called meeting of the Association in compliance with Sections 2.1 through 2.5 herein, shall constitute a quorum for the adoption of decisions. The vote of the Owners representing a majority of the Allocated Interest of the Owners in attendance in person, by ballot, or by proxy, shall decide any vote or question brought before the meeting. Notwithstanding the foregoing, if the Act, the Articles, the Declaration (as amended), or these Bylaws require a fixed percentage of Owners' Allocated Interests to approve any specific action (*e.g.*, amending Governing Documents), that percentage shall be required to approve such action.
- 2.7 **Proxies.** At each meeting of the Owners, each Owner entitled to vote shall be entitled to vote in person, by absentee ballot, or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Owner or by the Owner's attorney when duly authorized in writing. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) Owner of such Lot or that Owner's attorney when duly authorized in writing. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Such instrument shall be delivered either prior to or at the meeting (but no later than any point after the start of the meeting and announced as the final time to

deliver proxies) to the Secretary of the Association or to such other officer or Person who has been authorized by the Association to accept proxies at the meeting.

- 2.8 **Votes.** With respect to each matter submitted to a vote, each Owner entitled to vote at the meeting shall have the right to cast, in person, by absentee ballot, or by proxy, one (1) vote for each Lot of such Owner. The affirmative vote of a majority of the votes entitled to be cast by the Owners present or represented by proxy at a meeting shall be necessary for the adoption of any matter voted on by the Owners, unless a greater proportion is required by these Bylaws, the Declaration, the Act, or the Utah Revised Nonprofit Corporations Act (the "Nonprofit Act"). The election of Board Members shall be by secret ballot. When more than one (1) Owner holds an interest in a Lot, any Owner may exercise the vote for such Lot on behalf of all co-Owners of the Lot, and shall cast that Lot's vote only in accordance with the agreement of a majority of the co-Owners of the Lot, which consent shall be conclusively presumed if one co-Owner casts that Lot's vote without protest by any of the others. In the event of two (2) conflicting votes by co-Owners of one (1) Lot, no vote shall be counted for that Lot. In no event shall fractional votes be exercised in respect to any Lot.
- 2.9 **Electronic and Other Means of Voting.** The Association may utilize online, telephonic, electronic, email, remote, and any other means of member voting to the extent not prohibited by the Act and the Nonprofit Act.
- 2.10 **Ballots and Written Consent.** The Association may act without calling a meeting of the members and without voting in person by utilizing either written consents consistent with Utah Code § 16-6a-707, as may be amended or renumbered; or may take action by written ballots consistent with Utah Code § 16-6a-709, as may be amended or renumbered. Any Owner may deliver written consents or ballots by Electronic Transmission. A written consent or ballot delivered by Electronic Transmission is considered to be written, signed and dated for purposes of action without a meeting if the Electronic Transmission is delivered with information from which the Association can determine that the Electronic Transmission was sent by the member and the date it was transmitted.
- 2.11 **Meetings by Telecommunications.** Any or all of the Owners may participate in an annual or special meeting of the members by, or the meeting may be conducted through the use of, any means of communication by which all Persons participating in the meeting may hear each other during the meeting. A member participating in a meeting as allowed in this section is considered to be present in person at the meeting. The Board may establish procedures and Rules related to this provision as it relates to proxies, verifying attendance, and other aspects of the meeting.
- 2.12 **Minutes of Meetings.** The secretary shall take minutes of all Owner meetings. The minutes shall include, at a minimum: (1) the identification of the Persons present at the meeting in person and by proxy, (2) the date of the meeting, (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. Draft meeting minutes of Owner meetings shall be made available to all Owners within thirty (30) days of each meeting.

ARTICLE III: BOARD OF DIRECTORS

3.1 Number, Tenure, Qualifications, and Election.

- (a) Number of Members. The Board of Directors shall be composed of five (5) Persons meeting the qualifications stated in the Declaration and these Bylaws.
- (b) Board Member Requirements. A Board Member must be an Owner or the spouse of an Owner. If an Owner is a corporation, estate, limited liability company, partnership, trust, or other legal entity, then an officer, principle, shareholder, partner, member, Manager, trustee, or beneficiary of such Owner may be a member of the Board of Directors. Neither an Owner who is delinquent in Assessment obligations to the Association, nor the spouse of such Owner, shall be eligible for Board membership. Neither an Owner who is in violation of any provisions of the Governing Documents of the Association, nor the spouse of such Owner, shall be eligible for Board membership. Only one (1) Board Member may serve per Lot, and no more than one (1) member of a household may serve on the Board of Directors at one time. Any candidate whose election or appointment would contravene these requirements shall be ineligible for election or appointment.
- (c) Term. The term of each Board Member shall be two (2) years. The terms of the Board Members shall overlap so that two (2) Board Members are elected one year, three (3) Board Members are elected in the following year, and so on.
- (d) Nominations. At or before the annual meeting or any subsequent meeting at which the election is held, any Owner may submit his/her own name or the name of any other willing and otherwise qualified Person to serve on the Board of Directors. If the Association gives advance notice of any Persons seeking election to the Board of Directors, it shall include the names of every Person from whom it has received the written affirmation. If the name of a Person is submitted who is not in attendance at the meeting, it shall not be added to the final ballot for election of Board Members unless it is submitted with a written statement signed by the Person indicating that the Person is willing to serve. Nominations may also be submitted in Person from the floor of any meeting in which Board Member elections are held.
- (e) Election. At each annual meeting of the Association an election shall be held to fill any vacancies on the Board. Board Members will be elected by a simple majority of Owners present at the annual meeting. If two (2) candidates have equal votes, then the issue shall be resolved by a coin toss.
- (f) Disqualification. If any Board Member is alleged to not meet the qualification requirements in this Declaration and any Board Member is notified of or discovers this alleged lack of qualification, the Board of Directors shall promptly investigate and verify whether the Board Member is qualified or not, and during this period shall not make any further decisions. If the Board Member is not qualified, the Board Member's membership on the Board of Directors shall terminate automatically retroactive to the date that written notice of an alleged lack of qualification was provided to the Association or, if no notice was provided, to the date that the Board of Directors established that the Board Member was not qualified. A Board Member's membership on the Board shall automatically terminate if the Board Member violates

the Governing Documents and the violation is not resolved within ninety (90) days of the first notification of such violation. A Board Member's membership on the Board shall automatically terminate if the Board Member's Assessments become three (3) months overdue, and the Board Member fails to cure the default within ten (10) days after written notice. If a Board Member becomes unqualified or was not qualified under the Governing Documents, but was nonetheless elected to or permitted to remain on the Board of Directors, the decisions and actions of the Board of Directors and that Board Member are not subject to challenge on this basis up to the time that the Association is notified in writing as provided for in this Section or until the Board Member is disqualified if no such notice is provided.

- (g) **Removal for Failure to Participate.** If any Board Member shall fail to appear at three (3) successive regular Board meetings or fifty percent (50%) or more of the regular Board meetings within any calendar year, after having received proper notice of the meetings and after the Board of Directors has attempted in good faith to schedule meetings consistent with all of the members' schedules, the other Board Members may by majority vote remove that member and appoint a new member.

3.2 **Meetings.**

- (a) **Regular Meetings.** The Board of Directors shall hold regular meetings at least annually, and more often at its discretion.
- (b) **Who is Entitled to Attend.** Consistent with Utah Code § 57-8a-226, Owners may attend meetings and may be present for all discussion, deliberation, and decisions except when the Board of Directors is in executive session.
- (c) **Owner Comments at Board Meetings.** At each special or regular meeting of the Board, the Board shall provide each Owner who wishes to speak a reasonable opportunity to offer comments. The Board may select a specific time period during the meeting and limit Owner comments to such a time period. The Board may set a reasonable length of time that each Owner may speak.
- (d) **Special Meetings.** Special meetings of the Board may be called by or at the request of any two (2) Board Members or the President of the Association. Notice of any special meeting shall be given at least forty-eight (48) hours prior thereto to each Board Member. Except as provided by law, no notice of special meetings is required to be provided to Owners, although any Owner may attend a special meeting if the Owner appears in person at the physical location of the meeting.
- (e) **Quorum and Manner of Acting.** A majority of those Board Members currently serving shall constitute a quorum for the transaction of business at any meeting of the Board. The Board has the authority to approve minutes of an annual meeting. 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 to the Board Members shall be the act of the Board. The Board Members shall act only as a Board, and individual Members shall have no powers as such.
- (f) **Place and Notice of Meetings.** The Board may designate any place as the place of meeting for any regular meeting called by the Board but shall in good faith attempt to hold meetings in as close a proximity to the Project as reasonably possible. All Board

- Members and Owners who have requested notice shall be given at least forty-eight (48) hours' notice of meetings unless the meeting is at a regularly scheduled time and date of which each Board Member has received notice.
- (g) Notice to Owners. Any Owner may request notice of Board meetings by requesting such notice from either a Board Member or the Manager and providing a valid email address at which the Member will receive notice. Any Owner who has requested notice of Board meetings shall receive the same notice as is provided to Board Members.
 - (h) Attendance by Telephone or other Electronic Communication. The Board may allow attendance and participation at any meeting of the Board by telephone or any other means that allows for the Board Members to communicate orally in real time including, but not limited to, means such as web conferencing, video conferencing, or telephone conferencing. If the Board meets by electronic communication at a regular meeting, the Board must provide information necessary to allow any Owner who has requested notice of meetings the ability to participate by the available means of electronic communication. A Person participating by these means is considered to be present in person at the meeting.
 - (i) Executive Session.
 - (1) The Board of Directors or a Sub-Committee may, by motion and a vote, continue deliberations and discussions in executive session for the reasons allowed in these Bylaws. If they enter executive session, they shall discontinue any executive session by motion and a vote.
 - (2) The minutes of the meeting at which an executive session is held shall include:
 - (i) The purpose(s) of the executive session in sufficient detail. For example, the following are sufficient descriptions: "to discuss the terms of a management contract with XYZ Company," "to discuss the pending litigation with XYZ" or "to discuss a complaint of a Rule violation."
 - (ii) Decisions made in executive session that cannot be properly and fully documented without disclosing attorney-client privileged information shall be recorded in the minutes of the meeting as "Decision made regarding attorney-client privileged issue that are recorded in separate and attorney-client privileged minutes of the Executive Session" and separate executive session minutes shall be created that shall fully describe the decision as would normally be required in regular minutes. The separate executive session minutes shall state on their face that they contain attorney-client privileged information and shall be disclosed to non-committee members only as required by law for the disclosure of attorney-client privileged information.
 - (3) The discussions in executive session shall be confidential and shall not be disclosed to anyone outside of the meeting except as authorized by the Board or the Sub-Committee. Documents analyzed in executive session may be

confidential for other reasons provided for by law or in the Governing Documents, but they are not confidential merely as a result of having been discussed or presented in executive session.

- (4) Executive sessions may be held to:
 - (i) consult with an attorney for the purpose of obtaining legal advice;
 - (ii) discuss and make decisions with respect to ongoing or potential litigation, mediation, arbitration, or administrative proceedings;
 - (iii) discuss a matter relating to contract negotiations and purchases related to the Association, including review of a bid or proposal;
 - (iv) discuss an Association employee or personnel matter, including reviews, discipline issues, termination issues, salary issues, and the terms of employment;
 - (v) discuss a delinquent Assessment or fine; or
 - (vi) to discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy.
- (5) The Board or the Sub-Committee holding the executive session shall determine who outside that Sub-Committee shall be allowed to be present in executive session, and no one else is entitled to be present. All Board Members shall be entitled to be present at executive committee meetings of the Board. All members of a Sub-Committee shall be entitled to be present in executive sessions of the Sub-Committee.

3.3 **Informal Action and Action by Board Members Without a Meeting.**

- (a) Any action that is required or permitted to be taken at a Board meeting may be taken without a meeting if each and every Board Member, in writing, either:
 - (1) Votes for the action; or
 - (2) Votes against or abstains from voting, and waives in writing the right to demand that action not be taken without a meeting.
- (b) An action taken pursuant to this Section shall not be effective unless the Association receives writings:
 - (1) Describing the action taken;
 - (2) Signed by each Board Member; and
 - (3) Not revoked pursuant to Subsection 3.3(d).
- (c) Action is taken under this Section is effective only if the affirmative vote for the action equals or exceeds the minimum number of votes that would be necessary to take the action at a meeting at which all of the Board Members then in office were present and voted.
- (d) A Board Member may revoke consent to any action given pursuant to this Section by communicating that the member has changed his or her vote, in writing, with a

description of the action. To be effective, the revocation must be received before receipt of the final consent necessary for the action to be effective.

- (e) An action approved of pursuant to this Section is effective when the last writing necessary to satisfy this Section is received by the Association.
- (f) Action taken pursuant to this Section has the same effect as action taken at a meeting of the Board and may be described as an action taken at a meeting of the Board Members in any document.
- (g) For purposes of this Section:
 - (1) “Signed” or “signature” is any indication on the document (whether paper or electronic) that the document is from and consented to by the Person who is purported to have sent it. For example, a typed name at the bottom of an email satisfies the requirement for a signature.
 - (2) “Writing” shall refer to an email, letter, facsimile, or any other physical or electronic document.
 - (3) Communications may be by email, facsimile, hand delivery, mail, or other electronic or physical means.
 - (4) Any response to any electronic communication shall be:
 - (i) To the address of the sender using the same address and means of communication as was used to send the request for consent of an action (such as email, facsimile, or hand delivery); or
 - (ii) To any address in regular use (electronic, telephonic, or physical) by the Person sending the request.
 - (5) A communication shall satisfy the requirement to “describe the action taken” if:
 - (i) It is in the form of an email and it includes with the email the content of prior emails in the email chain that describe or include the proposed action;
 - (ii) It is in the form of a facsimile and it includes either as a separate page or on the page in which a response is given, the request for action or a description of the proposed action; or
 - (iii) The writing from the Board Member sufficiently describes or restates the proposed action.

3.4 **Compensation.** Board Members may receive compensation for each Board Member’s service in an amount up to or equal to the amount of the Board Member’s monthly General Assessment. The Board may adopt a resolution or policy further setting forth requirements (i.e.: regular attendance at Board Meetings) for a Board Member to qualify for such compensation. A Board Member may be reimbursed for expenses incurred in the performance of the Board Member’s duties to the extent such expenses are approved by the Board of Directors.

3.5 **Resignation and Removal.** A Board Member may resign at any time by delivering a written resignation to either the President or the Board of Directors. Unless otherwise specified

therein, such resignation shall take effect upon delivery. An oral resignation attempt is not effective. Any Board Member may be removed and replaced at any time, with or without cause, by the affirmative vote of at least fifty-one percent (51%) of the Allocated Interest of the Association at a special meeting of the Owners duly called for such purpose.

- 3.6 **Vacancies.** If vacancies shall occur in the Board of Directors by reason of the death, resignation, removal for failure to attend meetings, or disqualification of a Board Member, the Board Members then in office shall continue to act, and such vacancies shall be filled by a vote of the Board Members then in office, even though less than a quorum may be available. Any vacancy in the Board of Directors occurring by reason of removal of a Board Member by the Owners may be filled by election by the Owners at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his/her predecessor.

ARTICLE IV: OFFICERS

- 4.1 **Officers.** The officers of the Association shall be a President, Vice President/Treasurer, and Secretary.
- 4.2 **Election, Tenure and Qualifications.** The officers of the Association shall be chosen by the Board of Directors annually at the first meeting of the Board following the annual meeting. Each such officer shall hold such office until a successor has been elected or until such officer's death, resignation, disqualification, or removal, whichever first occurs. All officers must be members of the Board during the entire term of their respective offices.
- 4.3 **Subordinate Officers.** The Board may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may from time to time determine. Subordinate officers need not be members of the Association.
- 4.4 **Resignation and Removal.** Any officer may resign at any time by delivering a written resignation to any Board Member or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by the Board at any time, with or without cause.
- 4.5 **Vacancies and Newly Created Offices.** If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board at any regular or special meeting. During the time that any office is vacant and no other officer is available to perform the duties of that office as required below, the Board shall ensure that the duties and responsibilities of the office are performed.
- 4.6 **The President.** The President shall preside at meetings of the Board of Directors and at meetings of the Owners. At all meetings, the President shall have all authority typically granted to the Person presiding over a 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 Persons who may include but not be limited to any Person who (a) refuses to abide by rules or requests of the presiding Person related to the order of the meeting and when speaking is permitted, or (b) engages in vulgar, threatening, or otherwise inappropriate language or gestures; (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;"

and (4) the right to designate the Manager or any other Person to preside over any meeting at which the President is present. 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. The President shall have the general authority to implement decisions of the Board and shall oversee the operations of the Association. The President shall have authority in case of emergency to take action without Board of Directors approval as is necessary and prudent to preserve and protect the Property. The President shall be responsible for the duties of any other office while that office is vacant.

- 4.7 **The Vice President.** The Vice President shall act in the place and stead of the President in the event of the President's absence or inability or refusal to act. The Vice President shall perform such other duties as required by the Board Directors.
- 4.8 **The Secretary.** The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, this Declaration, the law, or any resolution of the Board may require such Person to keep. The Secretary shall execute any necessary communication and notice with the Owners. The Secretary shall also act in the place and stead of the President in the event of the President and Vice President's absence or inability or refusal to act. The Secretary shall perform such other duties as required by the Board.
- 4.9 **The Treasurer.** The Treasurer shall have the custody and control of the funds 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 have authority and obligation to generally implement the requirements of Governing Documents as it relates to the funds of the Association. The Treasurer shall also act in the place and stead of the President in the event of the President, Vice President, and Secretary's absence or inability or refusal to act. The Treasurer shall perform such other duties as required by the Board.
- 4.10 **Compensation.** Officers may be compensated as a member of the Board of Directors, as provided in Section 3.4, but may not receive any additional compensation for serving as an officer.

ARTICLE V: SUB-COMMITTEES

- 5.1 **Designation of Sub-Committees.** The Board of Directors may from time to time by resolution designate such committees (each a "Sub-Committee") as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such Sub-Committee designated hereunder shall include at least one (1) Board Member. A Sub-Committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board in a written resolution. The Board may terminate any Sub-Committee at any time. Examples of a Sub-Committee include an Architectural Review Committee or a committee of Owners of Townhome Lots to oversee and establish the standard of maintenance for the Townhome buildings.
- 5.2 **Proceedings of Sub-Committees.** Each Sub-Committee designated hereunder by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such Sub-Committee may from time to time determine. Each such Sub-Committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

- 5.3 **Quorum and Manner of Acting.** At each meeting of any Sub-Committee designated hereunder by the Board of Directors, the presence of members constituting at least a majority of the authorized membership of such Sub-Committee (but in no event less 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 Sub-Committee. The members of any Sub-Committee designated by the Board hereunder shall act only as a Sub-Committee, and the individual members thereof shall have no powers, as such. A Sub-Committee may exercise the authority granted by the Board.
- 5.4 **Resignation and Removal.** Any member of any Sub-Committee designated hereunder by the Board may resign at any time by delivering a written resignation to the President, the Board, or the presiding officer of such Sub-Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, with or without cause, remove any member of any Sub-Committee designated by the Board.
- 5.5 **Vacancies.** If any vacancy shall occur in any Sub-Committee designated by the Board due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy by the Board, constitute the then total authorized membership of the Sub-Committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled by the Board.

ARTICLE VI: INDEMNIFICATION

- 6.1 **Indemnification.** No Board Member, Officer, or member of a Sub-Committee shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Board Member, Officer, or Sub-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 of the Association, or a member of a duly formed Sub-Committee, as well as such Person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such Person shall become subject, by reason of that Person having heretofore or hereafter been a Board Member, officer of the Association, or member of a Sub-Committee 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 Sub-Committee member, and shall advance and reimburse any such Person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the right, in its sole discretion, to defend such Person from all suits or claims; provided further, however, 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 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 indemnify or reimburse such Person in any proper case, even though not specifically provided for herein or otherwise permitted.
- 6.2 **Other Indemnification.** The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any Person seeking indemnification may be provided under any statute, 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. The indemnification herein provided shall continue as to any Person who has ceased to be a Board Member, officer, Sub-Committee member, or employee, and shall inure to the benefit of the heirs, executors, and administrators of any such Person.

- 6.3 **Settlement by Association.** The right of any Person to be indemnified shall be subject always to the right of the Association by the Board of Directors, in lieu of such 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 VII: AMENDMENTS

- 7.1 **Amendments.** Except as permitted specifically herein or required by the Act, these Bylaws may be amended by the affirmative vote of Owners holding at least sixty percent (60%) of the Allocated Interest in the Association at a meeting called for that purpose.
- 7.2 **Execution of Amendments.** After obtaining the required vote, an amendment shall be signed by the President of the Association, who shall certify that the amendment has been properly adopted as required by these Bylaws. An amendment complying with the requirements of these Bylaws and this Declaration shall be effective when the amendment has been recorded in the office of the Davis County Recorder.

ARTICLE VIII: WAIVER OF IRREGULARITIES

- 8.1 **Waiver of Procedural Irregularities.** All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of ascertaining Persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:
- (a) If the objecting person was in attendance at the meeting, they are waived if no objection to the particular procedural issue was made at the meeting.
 - (b) If the objecting Person was not in attendance at the meeting but has proper notice of the meeting, they are waived if no objection to the particular procedural issue is made within thirty (30) days of the date the meeting was held.
 - (c) If the objecting Person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived if no objection to the particular procedural issue is made within thirty (30) days of the date of the meeting.
 - (d) If the objecting Person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, they are waived if no objection to the particular procedural issue is made within sixty (60) days of the objecting Person's receipt of actual or constructive notice of the action, vote, or decision that is the subject of the particular procedural issue.
 - (e) For any action, vote, or decision that occurred without a meeting, they are waived if no objection to the particular procedural issue is made within ninety (90) days of the objecting Person's receipt of actual or constructive notice of the occurrence of the action, vote, or decision that is the subject of the particular procedural issue.

- 8.2 **Requirements for Objections.** All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific, shall include identification of the specific provision of the Governing Document or other Law that is alleged to have been violated, and shall include a brief statement of the facts supporting the claimed violation.
- 8.3 **Irregularities that Cannot Be Waived.** The following irregularities cannot be waived under the prior subsections:
- (a) Any failure to comply with the provisions of this Declaration.
 - (b) Any failure to obtain the proper number of votes, consents, or approvals required to take a particular action.
 - (c) Any failure to obtain a proper quorum.
- 8.4 **Affirmative Waiver.** An Owner may affirmatively waive any notice required by this Declaration, Bylaws or other law. Any waiver specifically described in this Declaration or Bylaws may be accomplished as described therein and any waiver not described in this Declaration or Bylaws shall be made as follows: (1) in writing; (2) signed by the member entitled to the notice; and (3) delivered to the nonprofit corporation for: (1) inclusion in the minutes; or (b) filing with the corporate records. A waiver may be communicated by Electronic Transmission.

EXHIBIT C
PLATS

4448-3

Valentine Estates Phase 1

A part of the Northeast 1/4 of Section 34, T2N, R1W, SLB&M, U.S. Survey
Woods Cross, Davis County, Utah



Scale: 1" = 100'

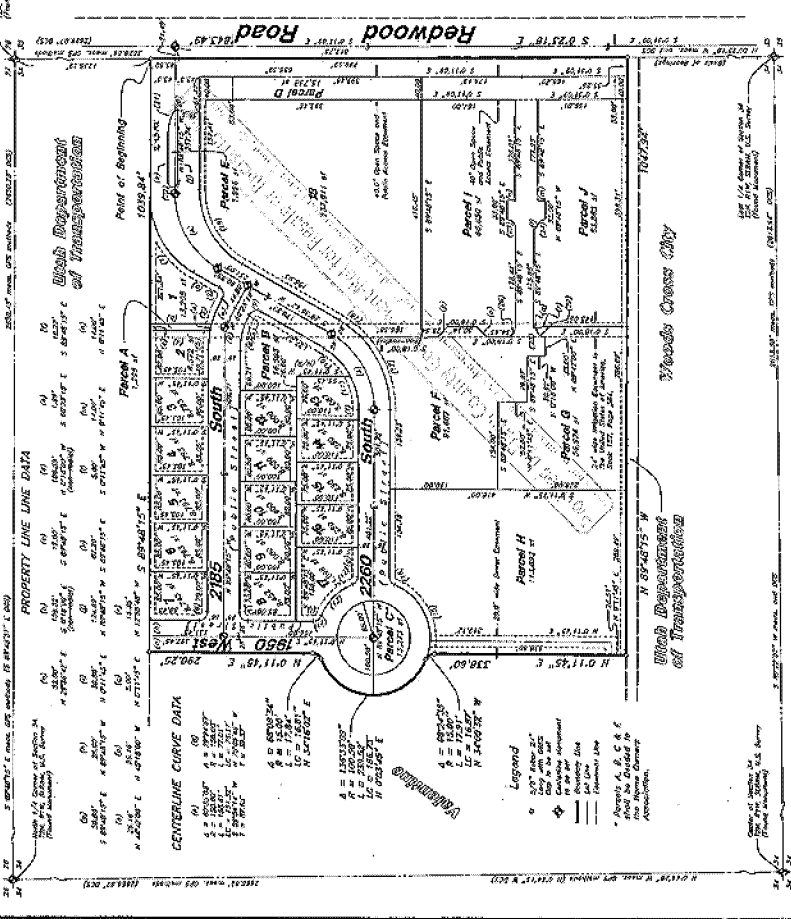
PROPERTY LINE CURVE DATA

ADDRESS AFFIDAVIT ENTRY 2210436 (lot 8)

Parcel	Area (sq. ft.)	Area (ac.)
Parcel A	10,000	0.2296
Parcel B	10,000	0.2296
Parcel C	10,000	0.2296
Parcel D	10,000	0.2296
Parcel E	10,000	0.2296
Parcel F	10,000	0.2296
Parcel G	10,000	0.2296
Parcel H	10,000	0.2296
Parcel I	10,000	0.2296
Parcel J	10,000	0.2296
Parcel K	10,000	0.2296
Parcel L	10,000	0.2296
Parcel M	10,000	0.2296
Parcel N	10,000	0.2296
Parcel O	10,000	0.2296
Parcel P	10,000	0.2296
Parcel Q	10,000	0.2296
Parcel R	10,000	0.2296
Parcel S	10,000	0.2296
Parcel T	10,000	0.2296
Parcel U	10,000	0.2296
Parcel V	10,000	0.2296
Parcel W	10,000	0.2296
Parcel X	10,000	0.2296
Parcel Y	10,000	0.2296
Parcel Z	10,000	0.2296

ADDRESS TABLE

Parcel	Address
Parcel A	1000 N. 1000 E.
Parcel B	1000 N. 1000 E.
Parcel C	1000 N. 1000 E.
Parcel D	1000 N. 1000 E.
Parcel E	1000 N. 1000 E.
Parcel F	1000 N. 1000 E.
Parcel G	1000 N. 1000 E.
Parcel H	1000 N. 1000 E.
Parcel I	1000 N. 1000 E.
Parcel J	1000 N. 1000 E.
Parcel K	1000 N. 1000 E.
Parcel L	1000 N. 1000 E.
Parcel M	1000 N. 1000 E.
Parcel N	1000 N. 1000 E.
Parcel O	1000 N. 1000 E.
Parcel P	1000 N. 1000 E.
Parcel Q	1000 N. 1000 E.
Parcel R	1000 N. 1000 E.
Parcel S	1000 N. 1000 E.
Parcel T	1000 N. 1000 E.
Parcel U	1000 N. 1000 E.
Parcel V	1000 N. 1000 E.
Parcel W	1000 N. 1000 E.
Parcel X	1000 N. 1000 E.
Parcel Y	1000 N. 1000 E.
Parcel Z	1000 N. 1000 E.



NOTE: Counterpart was found in all areas affecting this subdivision. County record books are unimpaired. These maps, except their subdivision shown, are as shown. All surveys will be followed strictly on to the record.

NOTE: To Public Utility and Building Exemptions on front and back of this plat. Your Exemptions with this of Property are so indicated by dashed lines, except as otherwise shown.

GREAT BASIN ENGINEERING - SOUTH
CONSULTING ENGINEERS AND LAND SURVEYORS
2810 South River Road, P.O. Box 1807
Salt Lake City, Utah 84146-0187

3067976
BK 6921 PG 2199



SHEET 2 OF 2

DAVIS COUNTY RECORDER
2210436

4448-3

4448-3-2

4422-1
1-19-76, 57-1701

Valentine Estates Townhomes Phase 1

A Planned Residential Unit Development
All of Parcel F, Valentine Estates Subdivision Phase 1, Located in the
Northeast 1/4 of Section 34, T2N, R1W, SLB&M, U.S. Survey
Woods Cross, Davis County, Utah

SURVEYOR'S CERTIFICATE
I, David C. Phelps, a Registered Professional Land Surveyor in the State of Utah, do hereby certify that the above described land is the same as shown on the plat of the Valentine Estates Subdivision Phase 1, as shown on Sheet 1 of 2 of the plat of the Valentine Estates Subdivision Phase 1, recorded in the office of the County Clerk of Davis County, Utah, on the 15th day of August, 1976. I have examined the original plat and the survey records and find that the same are correct and conform to the laws of the State of Utah. I have also examined the survey records and find that the same are correct and conform to the laws of the State of Utah. I have also examined the survey records and find that the same are correct and conform to the laws of the State of Utah.



OWNER'S DEDICATION
We, the undersigned owners of the herein described tract of land, have caused a plat of the same to be filed in the office of the County Clerk of Davis County, Utah, for the purpose of dedicating the same to the public use of the State of Utah. We, the undersigned owners, have caused a plat of the same to be filed in the office of the County Clerk of Davis County, Utah, for the purpose of dedicating the same to the public use of the State of Utah. We, the undersigned owners, have caused a plat of the same to be filed in the office of the County Clerk of Davis County, Utah, for the purpose of dedicating the same to the public use of the State of Utah.

By: Matthew F. Rollins
By: Barbara V. Rollins

DESCRIPTION
That certain parcel of land, situated in the County of Davis, State of Utah, and more particularly described as follows: The same is a portion of the Valentine Estates Subdivision Phase 1, as shown on Sheet 1 of 2 of the plat of the Valentine Estates Subdivision Phase 1, recorded in the office of the County Clerk of Davis County, Utah, on the 15th day of August, 1976. The same is a portion of the Valentine Estates Subdivision Phase 1, as shown on Sheet 1 of 2 of the plat of the Valentine Estates Subdivision Phase 1, recorded in the office of the County Clerk of Davis County, Utah, on the 15th day of August, 1976.

ACKNOWLEDGMENT
I, Matthew F. Rollins, do hereby certify that the above described land is the same as shown on the plat of the Valentine Estates Subdivision Phase 1, as shown on Sheet 1 of 2 of the plat of the Valentine Estates Subdivision Phase 1, recorded in the office of the County Clerk of Davis County, Utah, on the 15th day of August, 1976. I have examined the original plat and the survey records and find that the same are correct and conform to the laws of the State of Utah.

ACKNOWLEDGMENT
I, Barbara V. Rollins, do hereby certify that the above described land is the same as shown on the plat of the Valentine Estates Subdivision Phase 1, as shown on Sheet 1 of 2 of the plat of the Valentine Estates Subdivision Phase 1, recorded in the office of the County Clerk of Davis County, Utah, on the 15th day of August, 1976. I have examined the original plat and the survey records and find that the same are correct and conform to the laws of the State of Utah.

ACKNOWLEDGMENT
I, David C. Phelps, do hereby certify that the above described land is the same as shown on the plat of the Valentine Estates Subdivision Phase 1, as shown on Sheet 1 of 2 of the plat of the Valentine Estates Subdivision Phase 1, recorded in the office of the County Clerk of Davis County, Utah, on the 15th day of August, 1976. I have examined the original plat and the survey records and find that the same are correct and conform to the laws of the State of Utah.

ACKNOWLEDGMENT
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ACKNOWLEDGMENT
I, Barbara V. Rollins, do hereby certify that the above described land is the same as shown on the plat of the Valentine Estates Subdivision Phase 1, as shown on Sheet 1 of 2 of the plat of the Valentine Estates Subdivision Phase 1, recorded in the office of the County Clerk of Davis County, Utah, on the 15th day of August, 1976. I have examined the original plat and the survey records and find that the same are correct and conform to the laws of the State of Utah.

ACKNOWLEDGMENT
I, David C. Phelps, do hereby certify that the above described land is the same as shown on the plat of the Valentine Estates Subdivision Phase 1, as shown on Sheet 1 of 2 of the plat of the Valentine Estates Subdivision Phase 1, recorded in the office of the County Clerk of Davis County, Utah, on the 15th day of August, 1976. I have examined the original plat and the survey records and find that the same are correct and conform to the laws of the State of Utah.

DAVIS COUNTY RECORDER
SHERI L. BLAIR
COUNTY CLERK
DAVIS COUNTY, UTAH

WOODS CROSS CITY APPROVAL
I, Matthew F. Rollins, do hereby certify that the above described land is the same as shown on the plat of the Valentine Estates Subdivision Phase 1, as shown on Sheet 1 of 2 of the plat of the Valentine Estates Subdivision Phase 1, recorded in the office of the County Clerk of Davis County, Utah, on the 15th day of August, 1976. I have examined the original plat and the survey records and find that the same are correct and conform to the laws of the State of Utah.

WOODS CROSS CITY ENGINEER
I, David C. Phelps, do hereby certify that the above described land is the same as shown on the plat of the Valentine Estates Subdivision Phase 1, as shown on Sheet 1 of 2 of the plat of the Valentine Estates Subdivision Phase 1, recorded in the office of the County Clerk of Davis County, Utah, on the 15th day of August, 1976. I have examined the original plat and the survey records and find that the same are correct and conform to the laws of the State of Utah.

WOODS CROSS CITY ATTORNEY
I, Matthew F. Rollins, do hereby certify that the above described land is the same as shown on the plat of the Valentine Estates Subdivision Phase 1, as shown on Sheet 1 of 2 of the plat of the Valentine Estates Subdivision Phase 1, recorded in the office of the County Clerk of Davis County, Utah, on the 15th day of August, 1976. I have examined the original plat and the survey records and find that the same are correct and conform to the laws of the State of Utah.

WOODS CROSS CITY ENGINEER
I, David C. Phelps, do hereby certify that the above described land is the same as shown on the plat of the Valentine Estates Subdivision Phase 1, as shown on Sheet 1 of 2 of the plat of the Valentine Estates Subdivision Phase 1, recorded in the office of the County Clerk of Davis County, Utah, on the 15th day of August, 1976. I have examined the original plat and the survey records and find that the same are correct and conform to the laws of the State of Utah.

WOODS CROSS CITY ATTORNEY
I, Matthew F. Rollins, do hereby certify that the above described land is the same as shown on the plat of the Valentine Estates Subdivision Phase 1, as shown on Sheet 1 of 2 of the plat of the Valentine Estates Subdivision Phase 1, recorded in the office of the County Clerk of Davis County, Utah, on the 15th day of August, 1976. I have examined the original plat and the survey records and find that the same are correct and conform to the laws of the State of Utah.

GREAT BASIN ENGINEERING - SOUTH
CORPORATE OFFICES AND SURVEYS
2010 500 LARK CEN. BLDG. SUITE 1010
SALT LAKE CITY, UTAH 84143

4422-1

4455-1

4455-2

Valentine Estates Townhomes Phase 1

A Planned Residential Unit Development
All of Parcel F, Valentine Estates Subdivision Phase 1, Located in the
Northeast 1/4 of Section 34, T2N, R1W, SLB&M, U.S. Survey
Woods Cross, Davis County, Utah

3067976
BK 6921 PG 2201



Legend
 1/2" Thick Concrete Curb with Rebar
 Boundary Line
 Easement Line
 Driveway Easement Area
 Driveway Area

Lot	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
101	1,000	1,000	1,000
102	1,000	1,000	1,000
103	1,000	1,000	1,000
104	1,000	1,000	1,000
105	1,000	1,000	1,000
106	1,000	1,000	1,000
107	1,000	1,000	1,000
108	1,000	1,000	1,000
109	1,000	1,000	1,000
110	1,000	1,000	1,000
111	1,000	1,000	1,000
112	1,000	1,000	1,000
113	1,000	1,000	1,000
114	1,000	1,000	1,000
115	1,000	1,000	1,000
116	1,000	1,000	1,000
117	1,000	1,000	1,000
118	1,000	1,000	1,000
119	1,000	1,000	1,000
120	1,000	1,000	1,000

NOBARRING and Subdivision Plat not required by State Act
for purposes of platting provided (a) preliminary plat of the
subdivision is approved by the Utah State Surveyor, and
the plat is recorded in the public records of the State
Surveyor's Office, and (b) the plat is approved by the
State Surveyor. This plat was previously approved by Great Basin Engineering, Inc.
on the Summer of 2014.



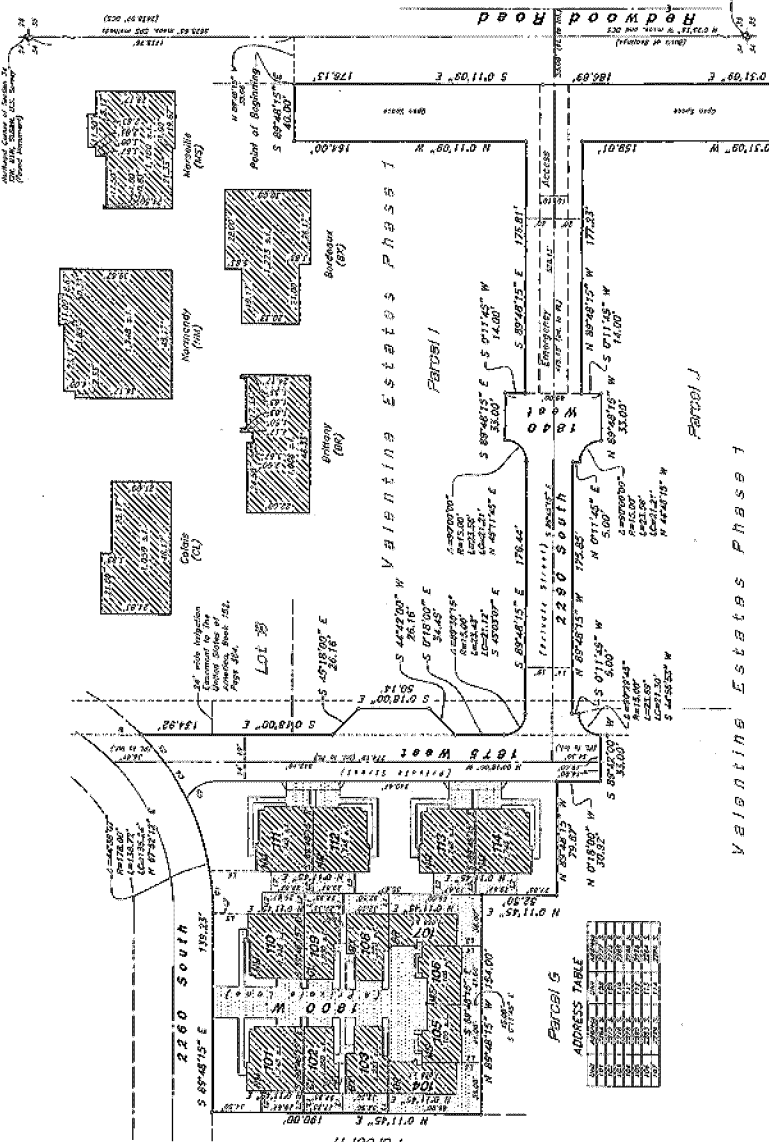
Sheet 2 of 2

DAVIS COUNTY RECORDER
OFFICE
300 WEST MAIN STREET
WOODS CROSS, UT 84087
RECORDED
2014 OCT 14 10:52 AM
BOOK 6921 PAGE 2201

4455-2

4455-2

Valentine Estates Phase 1



ADDRESS TABLE

Lot	Address
101	101 S 2260 S
102	102 S 2260 S
103	103 S 2260 S
104	104 S 2260 S
105	105 S 2260 S
106	106 S 2260 S
107	107 S 2260 S
108	108 S 2260 S
109	109 S 2260 S
110	110 S 2260 S
111	111 S 2260 S
112	112 S 2260 S
113	113 S 2260 S
114	114 S 2260 S
115	115 S 2260 S
116	116 S 2260 S
117	117 S 2260 S
118	118 S 2260 S
119	119 S 2260 S
120	120 S 2260 S

GREAT BASIN ENGINEERING - SOUTH
CONSULTING ENGINEERS AND LAND SURVEYORS
2011 South Broadway Street, Suite 100
Salt Lake City, Utah 84143
Tel: 801-488-8888 Fax: 801-488-8889
www.greatbasineng.com

4455-2

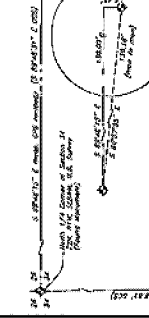
0724

Valentine Estates Phase 2

A part of the Northeast 1/4 of Section 34, T2N, R1W, S1B&M, U.S. Survey
Woods Cross, Davis County, Utah

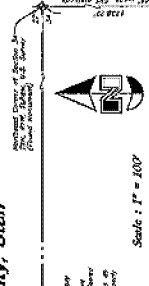
14210

MISCELLANEOUS:
All calculations and bearings are given relative to the meridian. The bearings and distances are given in feet and inches. The bearings are given in degrees, minutes and seconds. The distances are given in feet and inches. The bearings are given in degrees, minutes and seconds. The distances are given in feet and inches.

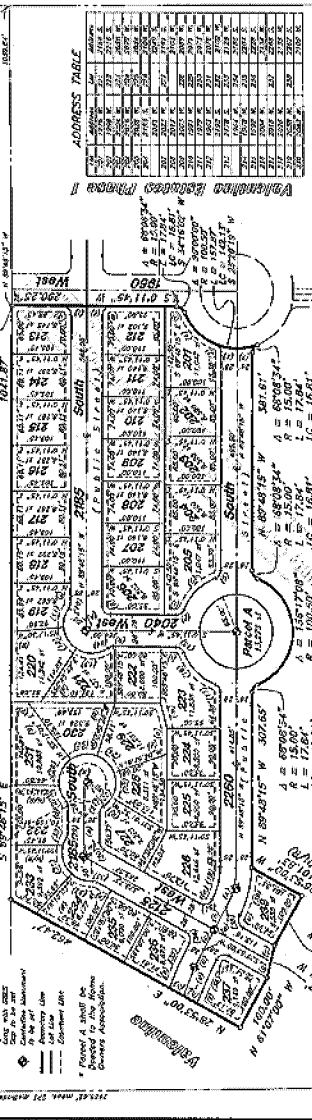


LEGEND:
 - 3/4" = 1" Scale
 - 1" = 100' Scale
 - 1" = 1000' Scale
 - 1" = 10000' Scale

NOTES:
 1. The subdivision is subject to the easements shown on the plat.
 2. The subdivision is subject to the easements shown on the plat.
 3. The subdivision is subject to the easements shown on the plat.
 4. The subdivision is subject to the easements shown on the plat.



LEGEND:
 - 3/4" = 1" Scale
 - 1" = 100' Scale
 - 1" = 1000' Scale
 - 1" = 10000' Scale



ADDRESS TABLE

Block	Lot	Area	Address
Block 1	1	100	100
	2	100	100
	3	100	100
	4	100	100
	5	100	100
	6	100	100
	7	100	100
	8	100	100
	9	100	100
	10	100	100
	11	100	100
	12	100	100
Block 2	1	100	100
	2	100	100
	3	100	100
	4	100	100
	5	100	100
	6	100	100
	7	100	100
	8	100	100
	9	100	100
	10	100	100
	11	100	100

PROPERTY LINE CURVE DATA

Block 1
 Curve 1: Radius = 100 feet, Central Angle = 90 degrees, Chord = 141.42 feet, Tangent = 100 feet, Arc Length = 157.08 feet.
 Curve 2: Radius = 100 feet, Central Angle = 90 degrees, Chord = 141.42 feet, Tangent = 100 feet, Arc Length = 157.08 feet.

ACKNOWLEDGMENT

I, the undersigned, being a duly qualified Surveyor in the State of Utah, do hereby certify that the foregoing is a true and correct copy of the plat as recorded in the office of the County Clerk of Davis County, Utah, on this 14th day of October, 1924.

Surveyor
 J. P. [Signature]

ACKNOWLEDGMENT

I, the undersigned, being a duly qualified Surveyor in the State of Utah, do hereby certify that the foregoing is a true and correct copy of the plat as recorded in the office of the County Clerk of Davis County, Utah, on this 14th day of October, 1924.

Surveyor
 J. P. [Signature]

ACKNOWLEDGMENT

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 J. P. [Signature]

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Surveyor
 J. P. [Signature]

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Surveyor
 J. P. [Signature]

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Surveyor
 J. P. [Signature]

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Surveyor
 J. P. [Signature]

ACKNOWLEDGMENT

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Surveyor
 J. P. [Signature]

SURVEYOR'S CERTIFICATE
 I, J. P. [Signature], a Registered Professional Land Surveyor in the State of Utah, do hereby certify that the foregoing is a true and correct copy of the plat as recorded in the office of the County Clerk of Davis County, Utah, on this 14th day of October, 1924.



OWNER'S DECLARATION
 We, the undersigned, do hereby declare that the foregoing is a true and correct copy of the plat as recorded in the office of the County Clerk of Davis County, Utah, on this 14th day of October, 1924.

ACKNOWLEDGMENT
 I, the undersigned, being a duly qualified Surveyor in the State of Utah, do hereby certify that the foregoing is a true and correct copy of the plat as recorded in the office of the County Clerk of Davis County, Utah, on this 14th day of October, 1924.

BOUNDARY DESCRIPTION
 A part of the northeast corner of Section 34, Township 2 North, Range 1 West, S1B&M, U.S. Survey, containing approximately 100 acres of land, more or less, situated in Davis County, Utah, as shown on the plat.

IMPORTANT NOTICE
 The undersigned, being a duly qualified Surveyor in the State of Utah, do hereby certify that the foregoing is a true and correct copy of the plat as recorded in the office of the County Clerk of Davis County, Utah, on this 14th day of October, 1924.

WOODS CROSS CITY ATTORNEY
 I, the undersigned, being a duly qualified Attorney at Law in the State of Utah, do hereby certify that the foregoing is a true and correct copy of the plat as recorded in the office of the County Clerk of Davis County, Utah, on this 14th day of October, 1924.

WOODS CROSS CITY ENGINEER
 I, the undersigned, being a duly qualified Engineer in the State of Utah, do hereby certify that the foregoing is a true and correct copy of the plat as recorded in the office of the County Clerk of Davis County, Utah, on this 14th day of October, 1924.

WOODS CROSS CITY ENGINEER
 I, the undersigned, being a duly qualified Engineer in the State of Utah, do hereby certify that the foregoing is a true and correct copy of the plat as recorded in the office of the County Clerk of Davis County, Utah, on this 14th day of October, 1924.

WOODS CROSS CITY ENGINEER
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WOODS CROSS CITY ENGINEER
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WOODS CROSS CITY ENGINEER
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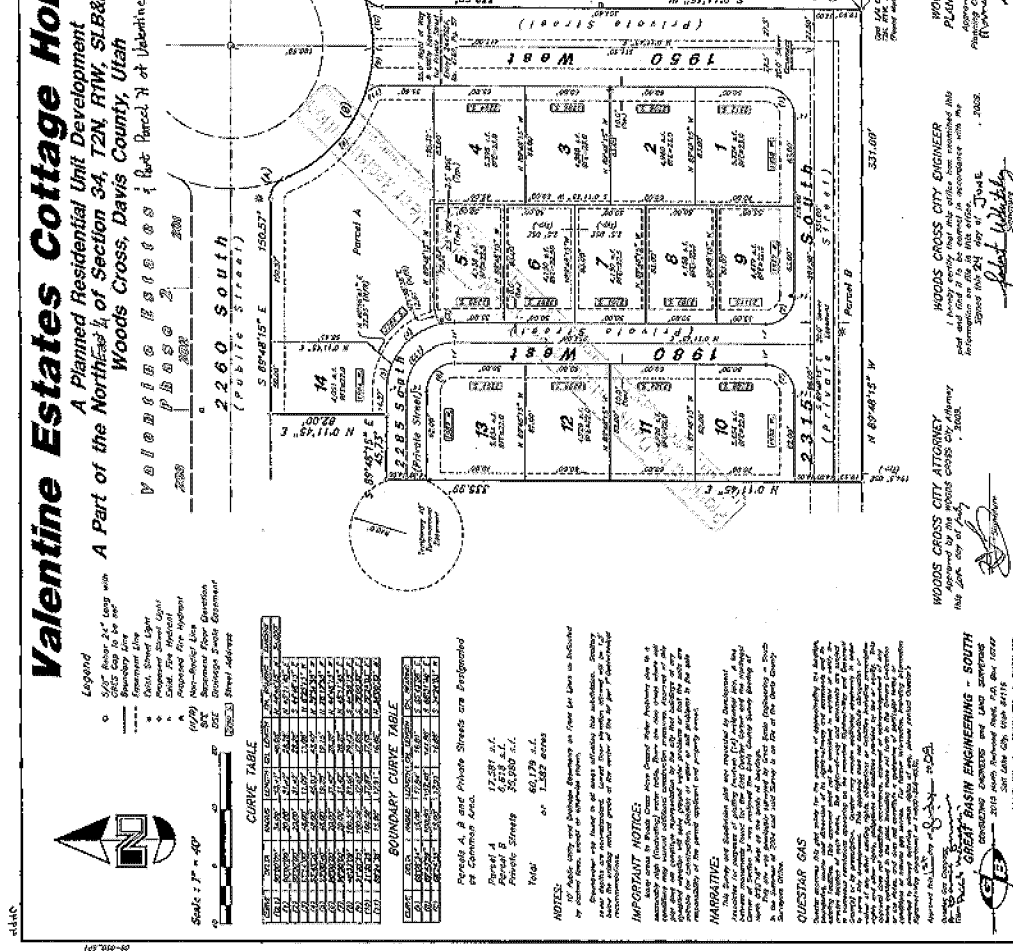
WOODS CROSS CITY ENGINEER
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WOODS CROSS CITY ENGINEER
 I, the undersigned, being a duly qualified Engineer in the State of Utah, do hereby certify that the foregoing is a true and correct copy of the plat as recorded in the office of the County Clerk of Davis County, Utah, on this 14th day of October, 1924.

4570

14210

Valentine Estates Cottage Homes Phase 1
A Planned Residential Unit Development
A Part of the North 1/4 of Section 34, T2N, R1W, S1B&M, U.S. Survey
Woods Cross, Davis County, Utah



- Legend
- 3/4" X 3/4" Block 24" long with 1/8" holes to be set
 - 3/4" X 3/4" Block 24" long with 1/8" holes to be set
 - ...

CURVE TABLE

Curve No.	Stationing	Chord	Angle	...
1	1+00.00 - 1+50.00	50.00	90.00	...
2	1+50.00 - 2+00.00	50.00	90.00	...
...

BOUNDARY CURVE TABLE

Curve No.	Stationing	Chord	Angle	...
1	1+00.00 - 1+50.00	50.00	90.00	...
2	1+50.00 - 2+00.00	50.00	90.00	...
...

NOTES
1. The plat shows the layout and subdivision of the land as shown on the attached plat.
2. The plat shows the layout and subdivision of the land as shown on the attached plat.

IMPORTANT NOTICE
The Survey and Subdivisions are not intended to represent the entire land area shown on the attached plat.

MARRIAGE
The Survey and Subdivisions are not intended to represent the entire land area shown on the attached plat.

QUESTAR GAS
The Survey and Subdivisions are not intended to represent the entire land area shown on the attached plat.

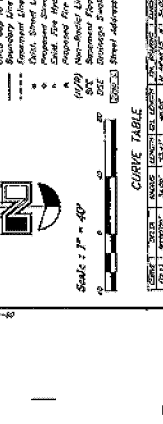
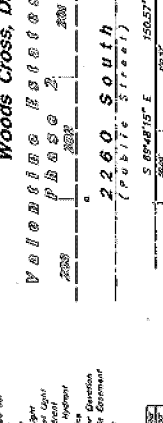
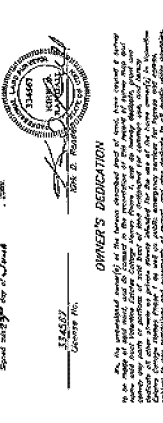
OWNER'S DEDICATION
I, the undersigned, as the owner of the above described plat of land, do hereby dedicate the same to the public for the use and purpose as hereinafter set forth, to-wit:
1. The use and purpose as hereinafter set forth.

ACKNOWLEDGMENT
I, the undersigned, as the owner of the above described plat of land, do hereby acknowledge the recording of the same.

WOODS CROSS CITY ATTORNEY
I hereby certify that the within plat conforms to the provisions of the Utah Subdivision Act, Chapter 36B, Utah Code, as amended.

WOODS CROSS CITY ENGINEER
I hereby certify that the within plat conforms to the provisions of the Utah Subdivision Act, Chapter 36B, Utah Code, as amended.

WOODS CROSS CITY PLANNING COMMISSION
The within plat is hereby approved and recommended by the Planning Commission of the City of Woods Cross, Utah, this 10th day of May, 2005.



442-1-1

Valentine Estates Townhomes Phase 2

A Planned Residential Unit Development
A part of Parcel H, Valentine Estates Subdivision Phase 1, Located in the
Northeast 1/4 of Section 34, T2N, R1W, SLB&M U.S. Survey
Woods Cross, Davis County, Utah

SURVEYOR'S CERTIFICATE

I, Bruce D. Powell, a Registered Professional Land Surveyor in the State of Utah, do hereby certify that I have carefully examined the original and true and correct copy of the plan of subdivision of the Valentine Estates Subdivision Phase 1, and the original and true and correct copy of the plan of subdivision of the Valentine Estates Subdivision Phase 2, as shown and as recorded in the Davis County Assessor's Office and have a true and correct copy of the plan of subdivision of the Valentine Estates Subdivision Phase 2, as shown and as recorded in the Davis County Assessor's Office.

Recorded this 18th day of August, 2009.



OWNER'S DECLARATION

I, the undersigned, do hereby certify that I am the owner of the property described in the above recited plat, and I have read and understand the contents thereof, and I hereby declare that I am a resident of the State of Utah, and I hereby certify that I am qualified to execute this declaration.

Witness my hand and seal of office this 18th day of August, 2009.

By: W.C. Cross
W.C. Cross, LLC

Spouse: None
By: None

DESCRIPTION

A part of Parcel H, Valentine Estates Phase 1, as recorded with the office of the Davis County Assessor, Davis County, Utah, being a Subdivision of a certain tract of land, being the Valentine Estates Subdivision Phase 1, located in the Northeast 1/4 of Section 34, T2N, R1W, SLB&M U.S. Survey, and being more particularly described in the plat of subdivision of the Valentine Estates Subdivision Phase 1, as recorded with the office of the Davis County Assessor, Davis County, Utah, on the 18th day of August, 2009.

CONSENT TO RECORD

I, the undersigned, do hereby consent to the recording of this declaration in the public records of the State of Utah, and I hereby certify that I am qualified to execute this declaration.

By: None



Sheet 1 of 2

DAVIS COUNTY RECORDER
I hereby certify that this plan and description of the same have been approved by me as the Davis County Assessor.

By: None

WOODS CROSS CITY APPROVAL
This is to certify that the plan and description of the same have been approved by me as the Davis County Assessor.

By: None

ACKNOWLEDGMENT

State of Utah
County of Davis
I, W.C. Cross, LLC, do hereby acknowledge that I am the owner of the property described in the above recited plat, and I have read and understand the contents thereof, and I hereby declare that I am a resident of the State of Utah, and I hereby certify that I am qualified to execute this declaration.

Witness my hand and seal of office this 18th day of August, 2009.

By: W.C. Cross, LLC

ACKNOWLEDGMENT

State of Utah
County of Davis
I, W.C. Cross, LLC, do hereby acknowledge that I am the owner of the property described in the above recited plat, and I have read and understand the contents thereof, and I hereby declare that I am a resident of the State of Utah, and I hereby certify that I am qualified to execute this declaration.

Witness my hand and seal of office this 18th day of August, 2009.

By: W.C. Cross, LLC

ACKNOWLEDGMENT

State of Utah
County of Davis
I, W.C. Cross, LLC, do hereby acknowledge that I am the owner of the property described in the above recited plat, and I have read and understand the contents thereof, and I hereby declare that I am a resident of the State of Utah, and I hereby certify that I am qualified to execute this declaration.

Witness my hand and seal of office this 18th day of August, 2009.

By: W.C. Cross, LLC

ACKNOWLEDGMENT

State of Utah
County of Davis
I, W.C. Cross, LLC, do hereby acknowledge that I am the owner of the property described in the above recited plat, and I have read and understand the contents thereof, and I hereby declare that I am a resident of the State of Utah, and I hereby certify that I am qualified to execute this declaration.

Witness my hand and seal of office this 18th day of August, 2009.

By: W.C. Cross, LLC

WOODS CROSS CITY ENGINEER
I, Robert Whitley, do hereby certify that I am the Engineer of Record for the above recited plat, and I have read and understand the contents thereof, and I hereby declare that I am a resident of the State of Utah, and I hereby certify that I am qualified to execute this declaration.

Witness my hand and seal of office this 18th day of August, 2009.

By: Robert Whitley

WOODS CROSS CITY ATTORNEY
I, W.C. Cross, LLC, do hereby certify that I am the Attorney at Law for the above recited plat, and I have read and understand the contents thereof, and I hereby declare that I am a resident of the State of Utah, and I hereby certify that I am qualified to execute this declaration.

Witness my hand and seal of office this 18th day of August, 2009.

By: W.C. Cross, LLC

GREAT BASIN ENGINEERING & LAND DEVELOPMENT
I, W.C. Cross, LLC, do hereby certify that I am the Engineer of Record for the above recited plat, and I have read and understand the contents thereof, and I hereby declare that I am a resident of the State of Utah, and I hereby certify that I am qualified to execute this declaration.

Witness my hand and seal of office this 18th day of August, 2009.

By: W.C. Cross, LLC

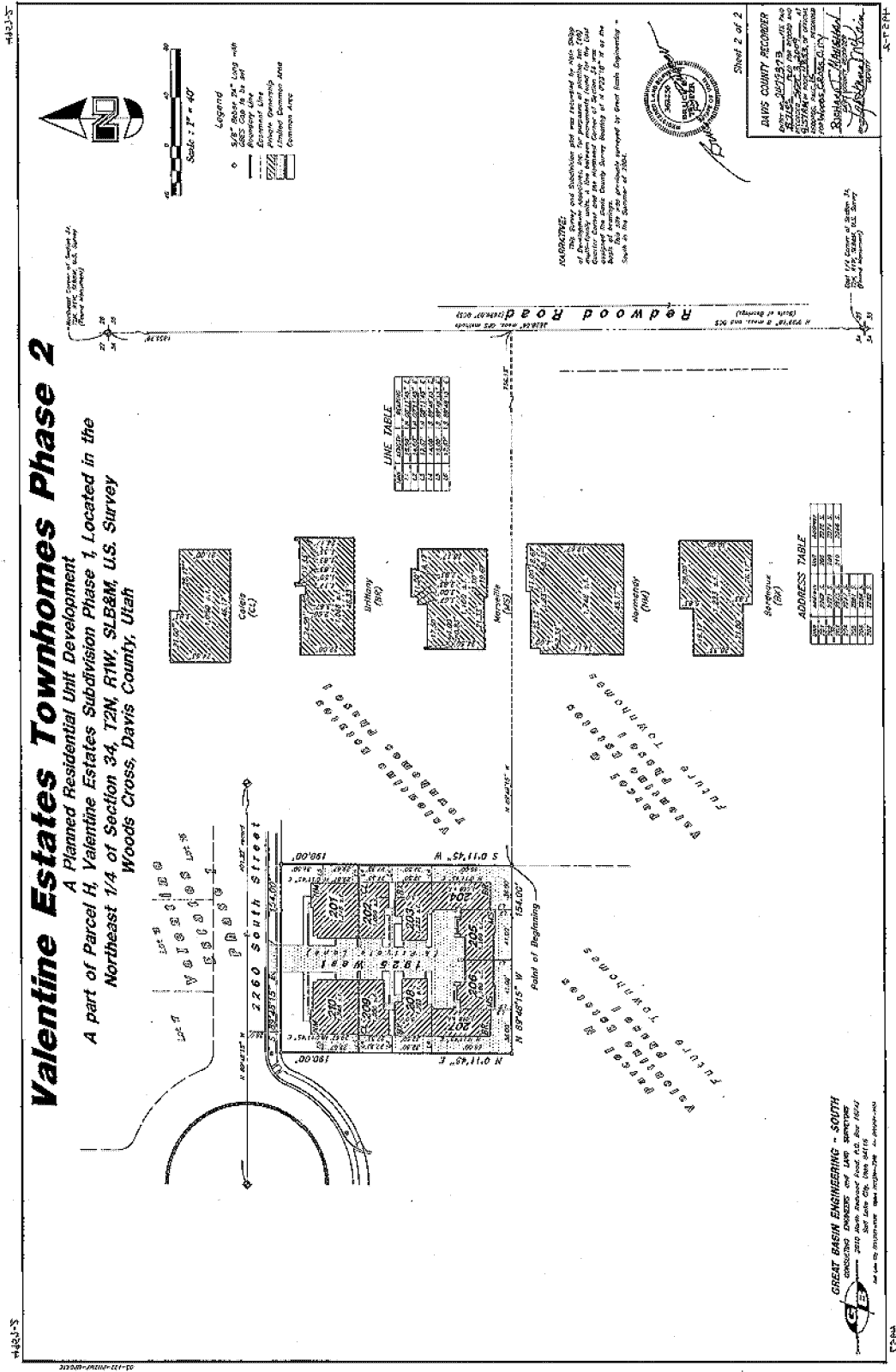


1-49674

442-1-1

1-1-2009

1-1-2009



Valentine Estates Townhomes Phase 2

A Planned Residential Unit Development
A part of Parcel H, Valentine Estates Subdivision Phase 1, Located in the
Northeast 1/4 of Section 34, T2N, R1W, SLB&M, U.S. Survey
Woods Cross, Davis County, Utah

LEGEND

- 5/8" Scale 24" Long and 36" Wide
- 1/4" Scale 18" Long and 24" Wide
- 1/8" Scale 12" Long and 18" Wide
- 1/16" Scale 6" Long and 9" Wide
- Private Ownership
- Public Ownership
- Utility Easement Area
- Common Area

Scale: 1" = 40'

ADVERTISE:
This Survey and Subdivision plan was prepared for the purpose of showing the location of the proposed townhomes and the location of the utility easements and the location of the common areas. The location of the townhomes and the location of the utility easements and the location of the common areas are shown on this plan. The location of the townhomes and the location of the utility easements and the location of the common areas are shown on this plan. The location of the townhomes and the location of the utility easements and the location of the common areas are shown on this plan.

Sheet 2 of 2

DAVIS COUNTY RECORDER
RECEIVED
2010 JUN 23 10:58 AM
PLANNING & ZONING DEPARTMENT
WOODS CROSS, UTAH

2010 JUN 23 10:58 AM

2010 JUN 23 10:58 AM

2010 JUN 23 10:58 AM

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4957-2

Valentine Estates Townhomes Phase 3

A Planned Residential Unit Development
 A part of Parcel J, Valentine Estates Subdivision Phase 1, Located in the
 Northeast 1/4 of Section 34, T2N, R1W, SLB&M, U.S. Survey
 Woods Cross, Davis County, Utah

SURVEYOR'S CERTIFICATE

I, David B. Rowland, a Registered Professional Land Surveyor in the State of Utah, do hereby certify that the foregoing plat was prepared and filed in accordance with the provisions of the Utah Surveying Act, Chapter 12, Utah Code, and that the same conforms to the Utah Surveying Act and the rules and regulations of the State Surveying Board. The plat was filed on this 11th day of February, 2010.



1-1111-1
 Survey No.
 1-1111-1
 2010

OWNER'S DEDICATION

As the undersigned owner of the above described land, I do hereby dedicate to the public the easements and rights herein described for the use and enjoyment of the public in and about the same, and I do hereby agree to execute any and all necessary documents to carry out the intent of this dedication. I understand that this dedication is irrevocable and that I shall be bound by the provisions of the Utah Dedication Act, Chapter 12, Utah Code, and the rules and regulations of the State Surveying Board. The dedication is made for the use and enjoyment of the public in and about the same, and I do hereby agree to execute any and all necessary documents to carry out the intent of this dedication.

Signed this 11th day of February, 2010.
[Signature]
 Owner

DESCRIPTION

A part of Parcel J, Valentine Estates Phase 1, as recorded with the Office of the State Surveying Board, County of Davis, Utah, on or about the 11th day of February, 2010, and as more fully described in the plat attached hereto.

CONSENT TO RECORD

I, the undersigned, hereby consent to the recording of the foregoing plat and the same being a true and correct copy of the same as the same appears on the records of the State Surveying Board, County of Davis, Utah.

Signed this 11th day of February, 2010.
[Signature]
 County Clerk

DAVIS COUNTY RECORDER
 OFFICE OF THE COUNTY CLERK
 COUNTY OF DAVIS, UTAH
 I hereby certify that the foregoing plat was duly recorded in accordance with the provisions of the Utah Recording Act, Chapter 13, Utah Code, and the rules and regulations of the State Surveying Board. The recording was completed on this 11th day of February, 2010.

WOODS CROSS CITY APPROVAL

This is to certify that the plat and dedication of this plat was approved by the City of Woods Cross, Utah, on this 11th day of February, 2010.

[Signature]
 City Engineer

ACKNOWLEDGMENT

State of Utah, County of Davis, 2010, personally appeared before me Robert D. Sapp, a Notary Public in and for the State of Utah, my commission expires on _____, 2011, the undersigned, [Name], the owner of the above described property, and he acknowledged to me that he executed the foregoing instrument as his free and voluntary act and deed.



ACKNOWLEDGMENT

State of Utah, County of Davis, 2010, personally appeared before me [Name], a Notary Public in and for the State of Utah, my commission expires on _____, 2011, the undersigned, [Name], the owner of the above described property, and he acknowledged to me that he executed the foregoing instrument as his free and voluntary act and deed.

ACKNOWLEDGMENT

State of Utah, County of Davis, 2010, personally appeared before me [Name], a Notary Public in and for the State of Utah, my commission expires on _____, 2011, the undersigned, [Name], the owner of the above described property, and he acknowledged to me that he executed the foregoing instrument as his free and voluntary act and deed.

ACKNOWLEDGMENT

State of Utah, County of Davis, 2010, personally appeared before me [Name], a Notary Public in and for the State of Utah, my commission expires on _____, 2011, the undersigned, [Name], the owner of the above described property, and he acknowledged to me that he executed the foregoing instrument as his free and voluntary act and deed.

WOODS CROSS CITY ENGINEER

I hereby certify that the plat and dedication of this plat was approved by the City of Woods Cross, Utah, on this 11th day of February, 2010.

[Signature]
 City Engineer

WOODS CROSS CITY ATTORNEY

I hereby certify that the plat and dedication of this plat was approved by the City of Woods Cross, Utah, on this 11th day of February, 2010.

[Signature]
 City Attorney

GREAT BASIN ENGINEERING - SOUTH

CONSULTING ENGINEERS AND LAND SURVEYORS
 2010 South Main Street, Suite 200
 Salt Lake City, Utah 84143
 Phone: (801) 466-1111
 Fax: (801) 466-1112

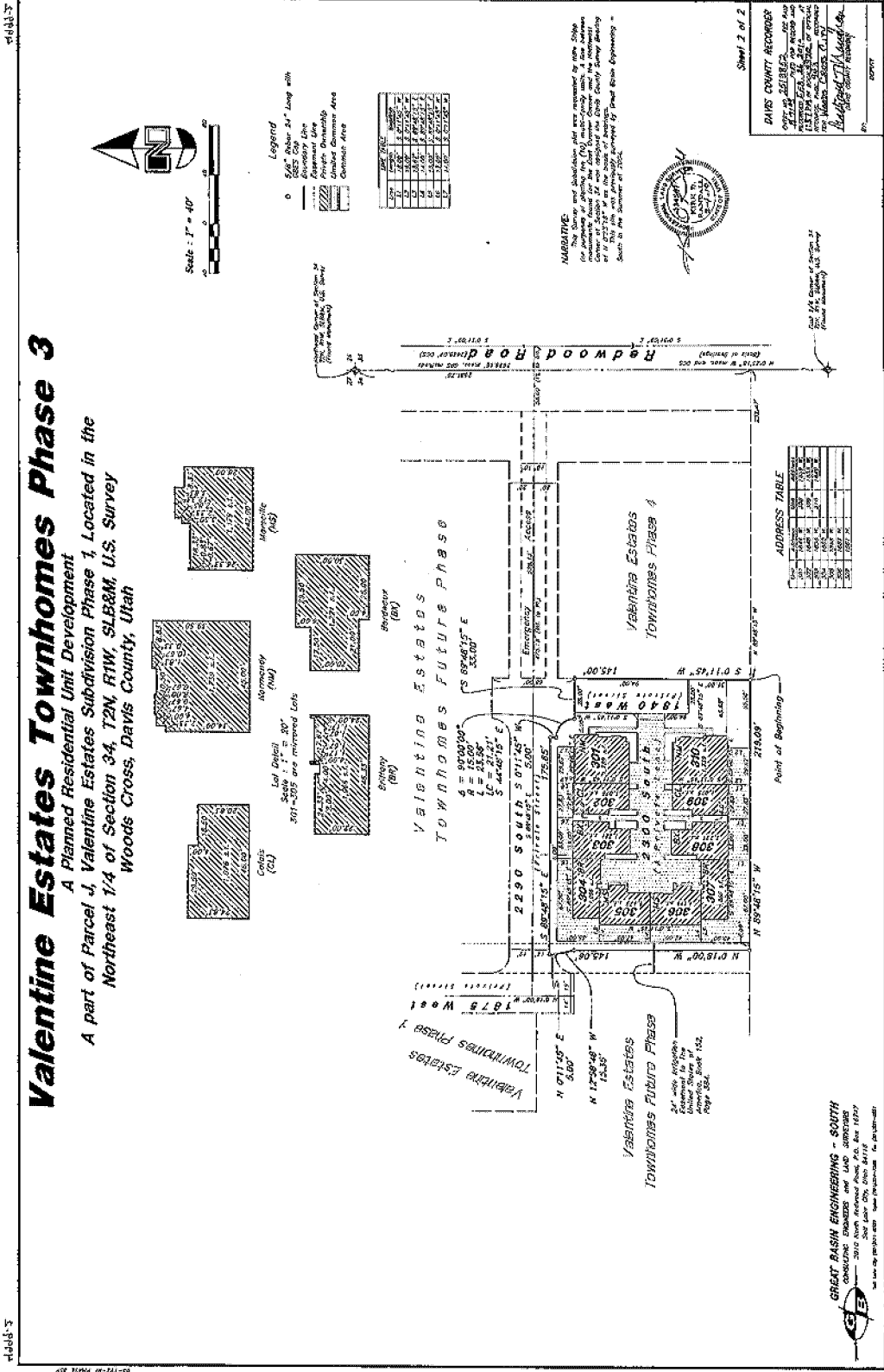


WOODS CROSS CITY PLANNING COMMISSION

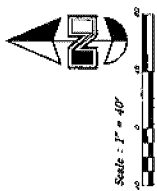
I hereby certify that the plat and dedication of this plat was approved by the City of Woods Cross, Utah, on this 11th day of February, 2010.

[Signature]
 Planning Commission

1-66617



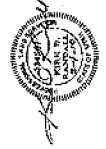
Valentine Estates Townhomes Phase 3
A Planned Residential Unit Development
A part of Parcel J, Valentine Estates Subdivision Phase 1, Located in the
Northeast 1/4 of Section 34, T2N, R1W, SLB&M, U.S. Survey
Woods Cross, Davis County, Utah



Legend

- 0 5/8" x 3/4" 24" Leap with 2005 COP
- 1 1/4" x 1/2" 24" Leap with 2005 COP
- 2 1/2" x 1/2" 24" Leap with 2005 COP
- 3 1/2" x 1/2" 24" Leap with 2005 COP
- 4 1/2" x 1/2" 24" Leap with 2005 COP
- 5 1/2" x 1/2" 24" Leap with 2005 COP
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- 7 1/2" x 1/2" 24" Leap with 2005 COP
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- 13 1/2" x 1/2" 24" Leap with 2005 COP
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- 92 1/2" x 1/2" 24" Leap with 2005 COP
- 93 1/2" x 1/2" 24" Leap with 2005 COP
- 94 1/2" x 1/2" 24" Leap with 2005 COP
- 95 1/2" x 1/2" 24" Leap with 2005 COP
- 96 1/2" x 1/2" 24" Leap with 2005 COP
- 97 1/2" x 1/2" 24" Leap with 2005 COP
- 98 1/2" x 1/2" 24" Leap with 2005 COP
- 99 1/2" x 1/2" 24" Leap with 2005 COP
- 100 1/2" x 1/2" 24" Leap with 2005 COP

ABSTRACT:
The Survey and Subdivision were prepared by the State of Utah for the purpose of creating the (COP) subdivision with a new corner corner at Station 22 and according to Davis County Survey Station 22. This survey was prepared by Great Basin Engineering, Inc. in the summer of 2005.



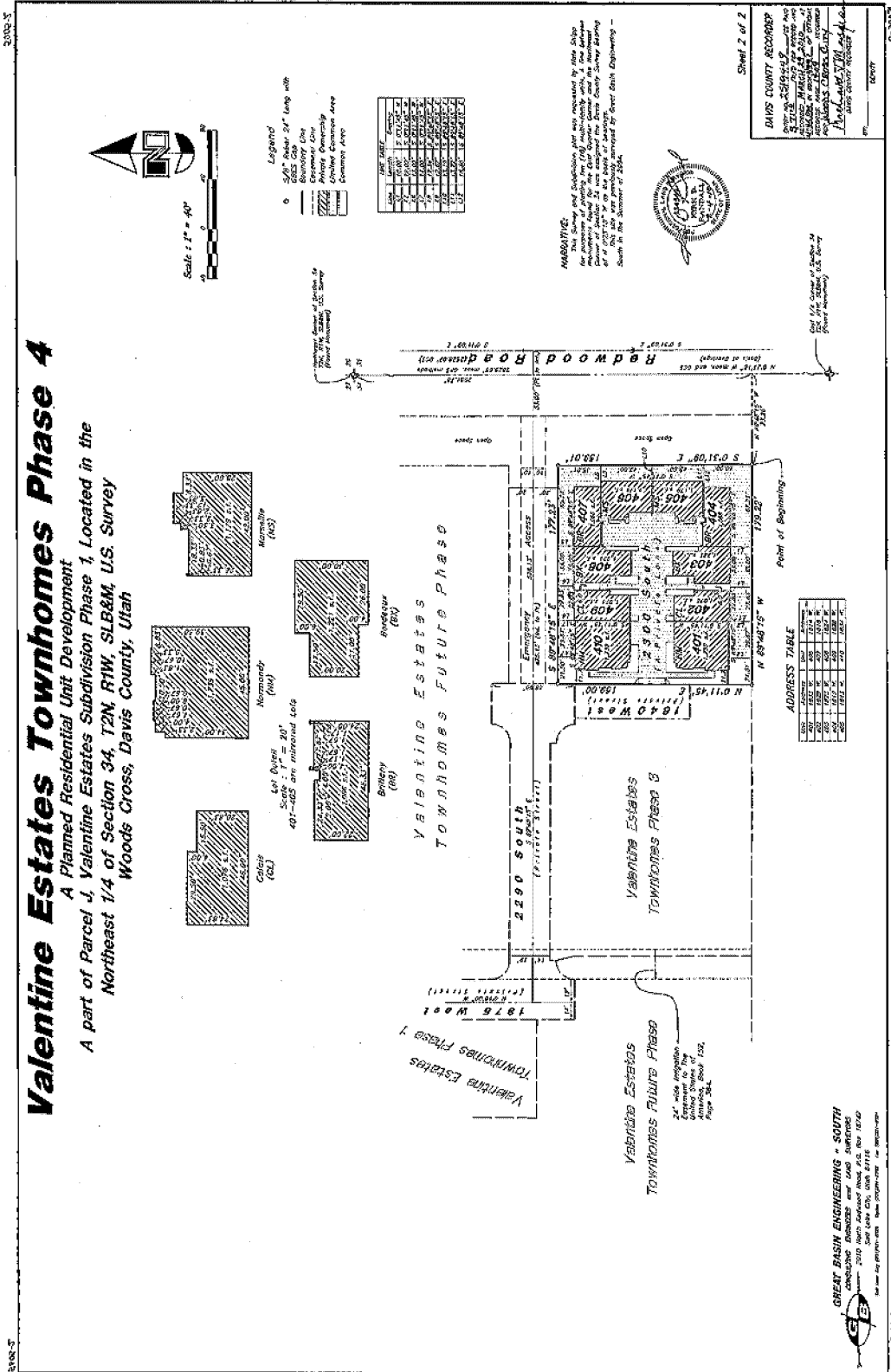
Sheet 2 of 2
DAVIS COUNTY RECORDER
COPY TO 2518162
FOR RECORD AND
RETURN TO THE RECORDER
WITHIN 10 BUSINESS DAYS OF THE
DATE OF RECORDING. If you have
any questions, please call
Jeffrey M. Galt
Great Basin Engineering, Inc.
2015 South Main Street, Suite 101
Woods Cross, UT 84097
Tel: 435-438-1111
Fax: 435-438-1112

ADDRESS TABLE

Lot	Address	Area (sq. ft.)
1	201 S. 2000 W.	1,200
2	202 S. 2000 W.	1,200
3	203 S. 2000 W.	1,200
4	204 S. 2000 W.	1,200
5	205 S. 2000 W.	1,200
6	206 S. 2000 W.	1,200
7	207 S. 2000 W.	1,200
8	208 S. 2000 W.	1,200
9	209 S. 2000 W.	1,200
10	210 S. 2000 W.	1,200
11	211 S. 2000 W.	1,200
12	212 S. 2000 W.	1,200
13	213 S. 2000 W.	1,200
14	214 S. 2000 W.	1,200
15	215 S. 2000 W.	1,200
16	216 S. 2000 W.	1,200
17	217 S. 2000 W.	1,200
18	218 S. 2000 W.	1,200
19	219 S. 2000 W.	1,200
20	220 S. 2000 W.	1,200
21	221 S. 2000 W.	1,200
22	222 S. 2000 W.	1,200
23	223 S. 2000 W.	1,200
24	224 S. 2000 W.	1,200
25	225 S. 2000 W.	1,200
26	226 S. 2000 W.	1,200
27	227 S. 2000 W.	1,200
28	228 S. 2000 W.	1,200
29	229 S. 2000 W.	1,200
30	230 S. 2000 W.	1,200
31	231 S. 2000 W.	1,200
32	232 S. 2000 W.	1,200
33	233 S. 2000 W.	1,200
34	234 S. 2000 W.	1,200
35	235 S. 2000 W.	1,200
36	236 S. 2000 W.	1,200
37	237 S. 2000 W.	1,200
38	238 S. 2000 W.	1,200
39	239 S. 2000 W.	1,200
40	240 S. 2000 W.	1,200

GREAT BASIN ENGINEERING - SOUTH
CONSULTING ENGINEERS AND LAND SURVEYORS
2015 South Main Street, Suite 101
Woods Cross, Utah 84097
Tel: 435-438-1111 Fax: 435-438-1112

4999.2



Valentine Estates Townhomes Phase 4

A Planned Residential Unit Development
A part of Parcel J, Valentine Estates Subdivision Phase 1, Located in the
Northeast 1/4 of Section 34, T2N, R1W, SLB&M, U.S. Survey
Woods Cross, Davis County, Utah

Sheet 2 of 2
DAVIS COUNTY RECORDER
RECORDED
25190449
BY
GREAT BASIN ENGINEERING & SURVEYING
DATE RECORDED
11/21/2019
BY
DAVID L. HARRIS
COUNTY CLERK
DAVIS COUNTY, UTAH

MAGNETIC.
This Survey and Subdivision plan was prepared by Great Basin Engineering & Surveying, Inc. (G.B.E.S.) in accordance with the rules and regulations of the State of Utah. The survey was conducted in the Davis County Survey Station South in the Summer of 2018.



Chief of Survey, U.S. Survey
Davis County, Utah

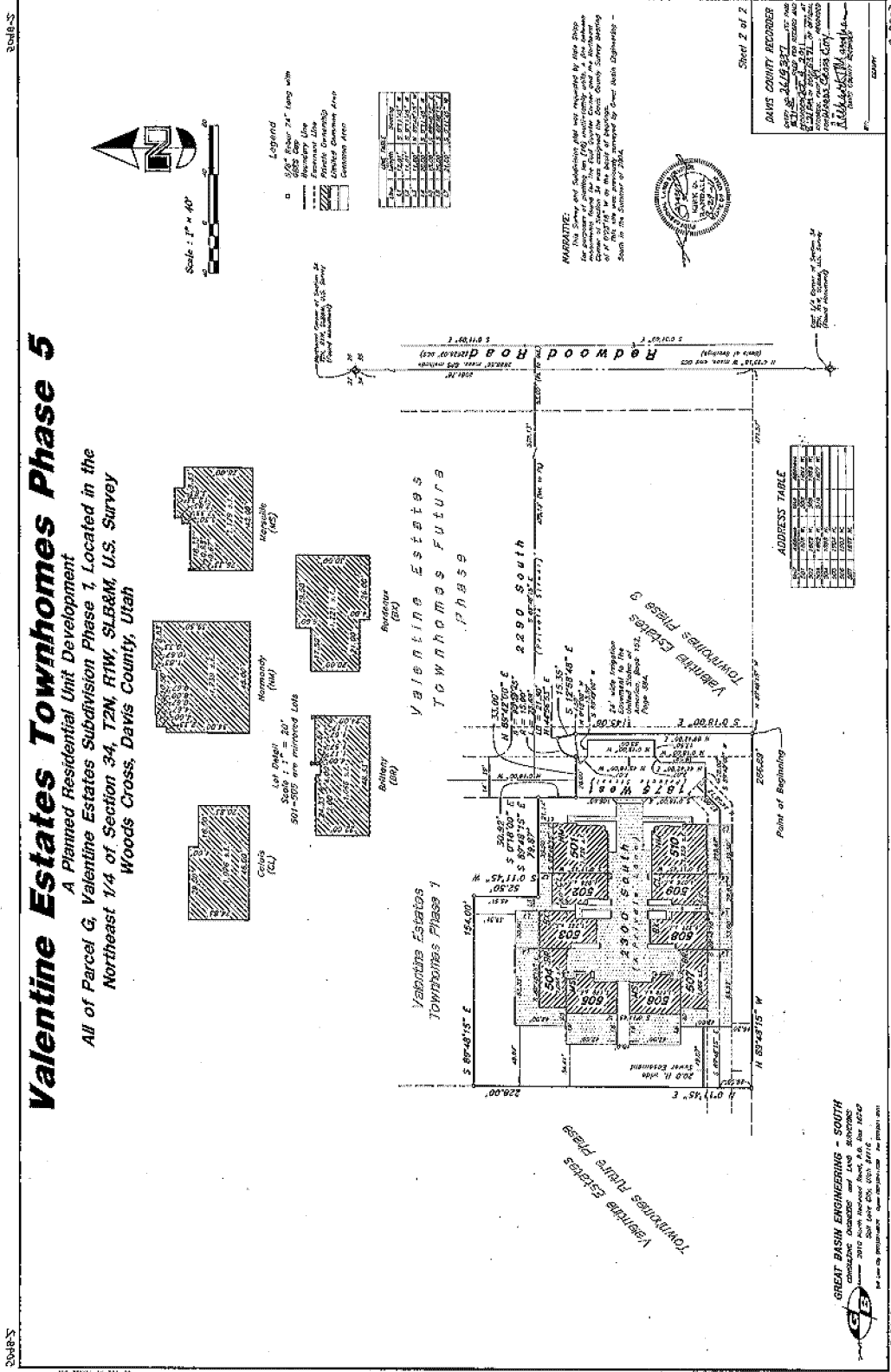
Area	Acres	Total Area
Lot 1	0.10	0.10
Lot 2	0.10	0.20
Lot 3	0.10	0.30
Lot 4	0.10	0.40
Lot 5	0.10	0.50
Lot 6	0.10	0.60
Lot 7	0.10	0.70
Lot 8	0.10	0.80
Lot 9	0.10	0.90
Lot 10	0.10	1.00

ADDRESS TABLE

Address	Area	Area	Area
1876 West	0.10	0.10	0.10
1640 West	0.10	0.20	0.20
2290 South	0.10	0.30	0.30
1640 West	0.10	0.40	0.40
2290 South	0.10	0.50	0.50
1640 West	0.10	0.60	0.60
2290 South	0.10	0.70	0.70
1640 West	0.10	0.80	0.80
2290 South	0.10	0.90	0.90
1640 West	0.10	1.00	1.00

GREAT BASIN ENGINEERING & SURVEYING
CONSULTING ENGINEERS AND LAND SURVEYORS
2010 North Jefferson Street, Suite 200, Wood Dale, IL 60097
312.595.8800
www.greatbasin.com

5005-2

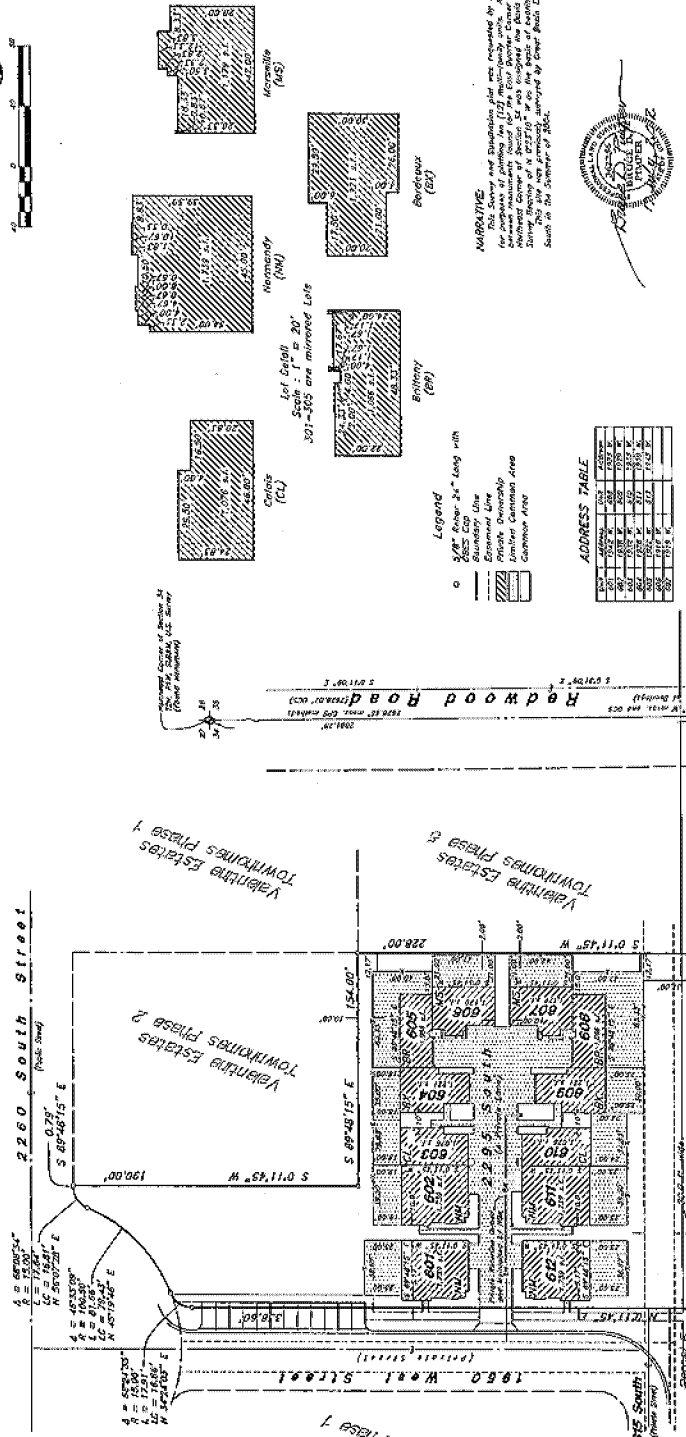
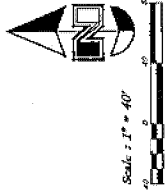


5098-2

S-0112

Valentine Estates Townhomes Phase 6

A Planned Residential Unit Development
A part of Parcel H, Valentine Estates Subdivision Phase 1, Located in the
Northeast 1/4 of Section 34, T2N, R1W, SLB&M, U.S. Survey
Woods Cross, Davis County, Utah



ADDRESS TABLE

Lot	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
601	1,650.00	1,650.00	1,650.00
602	1,650.00	1,650.00	1,650.00
603	1,650.00	1,650.00	1,650.00
604	1,650.00	1,650.00	1,650.00
605	1,650.00	1,650.00	1,650.00
606	1,650.00	1,650.00	1,650.00
607	1,650.00	1,650.00	1,650.00
608	1,650.00	1,650.00	1,650.00
609	1,650.00	1,650.00	1,650.00
610	1,650.00	1,650.00	1,650.00

Legend

- 3/4" x 3/4" (each 24" long) with
- Boundary Line
- 2655 EOP
- Public Ownership
- Utility easement Area
- Common Area

NARRATIVE

This plat is being recorded for the purpose of subdividing the 320,000 sq. ft. of land shown on the attached preliminary plat for the Valentine Estates Subdivision Phase 1, located in the Northeast 1/4 of Section 34, T2N, R1W, SLB&M, U.S. Survey, Woods Cross, Davis County, Utah, into 320 lots, 320-325 are mirrored lots.

Submitted to the recorder on 10/20/00.

Sheet 2 of 2

DAVIS COUNTY RECORDER
APR 20 2001 10:51 AM
RECORDED
BOOK 6921 PAGE 2215
BY: [Signature]
DAVIS COUNTY RECORDER

GREAT BASIN ENGINEERING - SOUTH
CORRECTIVE ENGINEERING AND LAND SURVEYING
2015 South Avenue Road, Box 10212
Sandy, UT 84070
Tel: (801) 571-0000 Fax: (801) 571-0001
www.greatbasin.com

S-0112

S-0112

5170-2

12-11-88 HOUSE 752

Valentine Estates Townhomes Phase 7

A Planned Residential Unit Development
A part of Parcel 1, Valentine Estates Subdivision Phase 1, Located in the
Northeast 1/4 of Section 34, T2N, R1W, S16&M, U.S. Survey
Woods Cross, Davis County, Utah

PLANNING COMMISSION

QUESTAR GAS
GREAT BASIN ENGINEERING - SOUTH
WOODS CROSS CITY ATTORNEY
WOODS CROSS CITY ENGINEER
PLANNING COMMISSION
WOODS CROSS CITY

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WOODS CROSS CITY ATTORNEY
WOODS CROSS CITY ENGINEER
PLANNING COMMISSION
WOODS CROSS CITY

QUESTAR GAS

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WOODS CROSS CITY ENGINEER
PLANNING COMMISSION
WOODS CROSS CITY

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WOODS CROSS CITY ATTORNEY
WOODS CROSS CITY ENGINEER
PLANNING COMMISSION
WOODS CROSS CITY

WOODS CROSS CITY ATTORNEY

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GREAT BASIN ENGINEERING - SOUTH

ACKNOWLEDGMENT

ACKNOWLEDGMENT
WOODS CROSS CITY ATTORNEY

12-11-88 HOUSE 752

12-11-88 HOUSE 752

5279-1

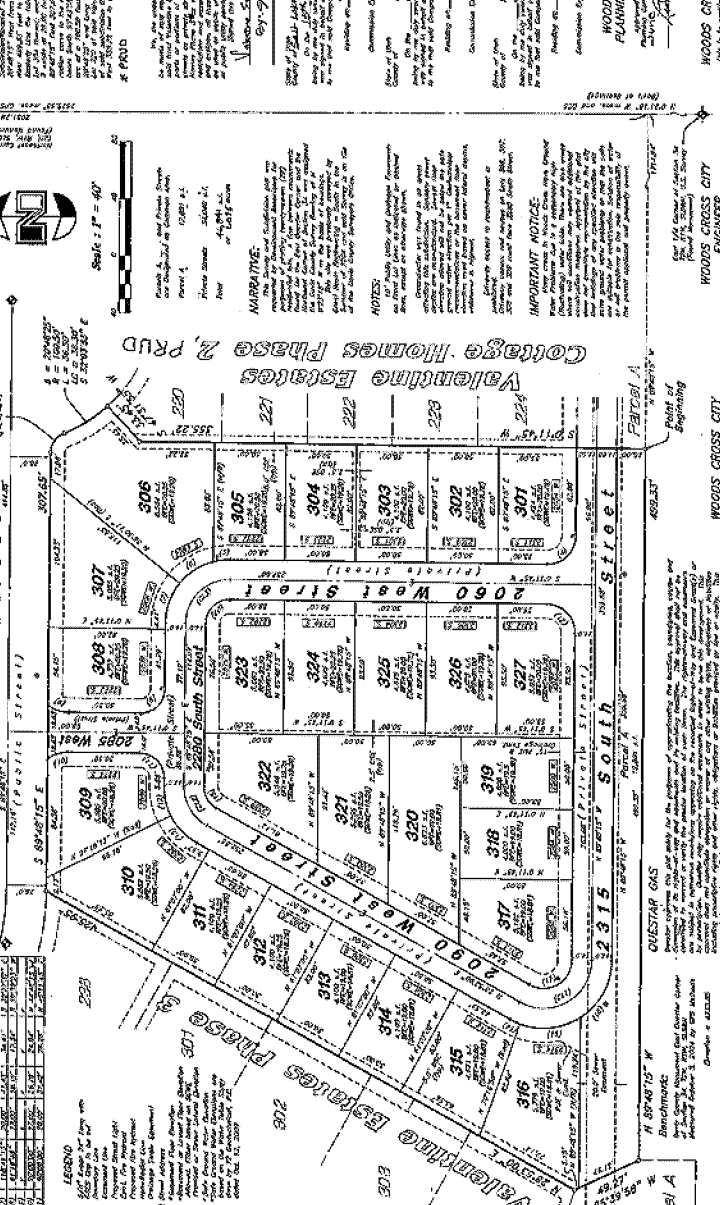
1-PF8

1-PF8

Valentine Estates Cottage Homes Phase 3

A Planned Residential Unit Development
A Part of the Northeast 1/4 of Section 34, T2N, R1W, SLR&M, U.S. Survey
Woods Cross, Davis County, Utah

Valentine Estates Phase 2
2260 South Street



CURVE TABLE

STATION	CHORD BEARING	CHORD LENGTH	ARC LENGTH	CHORD CURVATURE
1+00	N 12° 15' 00" E	100.00	100.00	0.0000
1+05	N 12° 15' 00" E	100.00	100.00	0.0000
1+10	N 12° 15' 00" E	100.00	100.00	0.0000
1+15	N 12° 15' 00" E	100.00	100.00	0.0000
1+20	N 12° 15' 00" E	100.00	100.00	0.0000
1+25	N 12° 15' 00" E	100.00	100.00	0.0000
1+30	N 12° 15' 00" E	100.00	100.00	0.0000
1+35	N 12° 15' 00" E	100.00	100.00	0.0000
1+40	N 12° 15' 00" E	100.00	100.00	0.0000
1+45	N 12° 15' 00" E	100.00	100.00	0.0000
1+50	N 12° 15' 00" E	100.00	100.00	0.0000
1+55	N 12° 15' 00" E	100.00	100.00	0.0000
1+60	N 12° 15' 00" E	100.00	100.00	0.0000
1+65	N 12° 15' 00" E	100.00	100.00	0.0000
1+70	N 12° 15' 00" E	100.00	100.00	0.0000
1+75	N 12° 15' 00" E	100.00	100.00	0.0000
1+80	N 12° 15' 00" E	100.00	100.00	0.0000
1+85	N 12° 15' 00" E	100.00	100.00	0.0000
1+90	N 12° 15' 00" E	100.00	100.00	0.0000
1+95	N 12° 15' 00" E	100.00	100.00	0.0000
2+00	N 12° 15' 00" E	100.00	100.00	0.0000
2+05	N 12° 15' 00" E	100.00	100.00	0.0000
2+10	N 12° 15' 00" E	100.00	100.00	0.0000
2+15	N 12° 15' 00" E	100.00	100.00	0.0000
2+20	N 12° 15' 00" E	100.00	100.00	0.0000
2+25	N 12° 15' 00" E	100.00	100.00	0.0000
2+30	N 12° 15' 00" E	100.00	100.00	0.0000
2+35	N 12° 15' 00" E	100.00	100.00	0.0000
2+40	N 12° 15' 00" E	100.00	100.00	0.0000
2+45	N 12° 15' 00" E	100.00	100.00	0.0000
2+50	N 12° 15' 00" E	100.00	100.00	0.0000
2+55	N 12° 15' 00" E	100.00	100.00	0.0000
2+60	N 12° 15' 00" E	100.00	100.00	0.0000
2+65	N 12° 15' 00" E	100.00	100.00	0.0000
2+70	N 12° 15' 00" E	100.00	100.00	0.0000
2+75	N 12° 15' 00" E	100.00	100.00	0.0000
2+80	N 12° 15' 00" E	100.00	100.00	0.0000
2+85	N 12° 15' 00" E	100.00	100.00	0.0000
2+90	N 12° 15' 00" E	100.00	100.00	0.0000
2+95	N 12° 15' 00" E	100.00	100.00	0.0000

LEGEND

- 1. 200' Easement to City
- 2. 100' Easement to City
- 3. 50' Easement to City
- 4. 25' Easement to City
- 5. 12.5' Easement to City
- 6. 6.25' Easement to City
- 7. 3.125' Easement to City
- 8. 1.5625' Easement to City
- 9. 0.78125' Easement to City
- 10. 0.390625' Easement to City
- 11. 0.1953125' Easement to City
- 12. 0.09765625' Easement to City
- 13. 0.048828125' Easement to City
- 14. 0.0244140625' Easement to City
- 15. 0.01220703125' Easement to City
- 16. 0.006103515625' Easement to City
- 17. 0.0030517578125' Easement to City
- 18. 0.00152587890625' Easement to City
- 19. 0.000762939453125' Easement to City
- 20. 0.0003814697265625' Easement to City
- 21. 0.00019073486328125' Easement to City
- 22. 0.000095367431640625' Easement to City
- 23. 0.0000476837158203125' Easement to City
- 24. 0.00002384185791015625' Easement to City
- 25. 0.000011920928955078125' Easement to City
- 26. 0.0000059604644775390625' Easement to City
- 27. 0.00000298023223876953125' Easement to City
- 28. 0.000001490116119384765625' Easement to City
- 29. 0.0000007450580596923828125' Easement to City
- 30. 0.00000037252902984619140625' Easement to City
- 31. 0.000000186264514923095703125' Easement to City
- 32. 0.0000000931322574615478515625' Easement to City
- 33. 0.000000046566128730773928125' Easement to City
- 34. 0.0000000232830643653869640625' Easement to City
- 35. 0.00000001164153218269348203125' Easement to City
- 36. 0.000000005820766091346741015625' Easement to City
- 37. 0.0000000029103830456733705078125' Easement to City
- 38. 0.00000000145519152283668525390625' Easement to City
- 39. 0.000000000727595761418342626953125' Easement to City
- 40. 0.0000000003637978807091713134765625' Easement to City

IMPORTANT NOTICE
This plat is subject to the provisions of the Utah Uniform Gifts to Minors Act (U.G.M.A.) and the Utah Uniform Transfers to Minors Act (U.T.M.A.), which are hereby incorporated by reference into this plat. Any conveyance made hereunder shall be deemed to be subject to the provisions of these acts.

WOODS CROSS CITY ENGINEER
WOODS CROSS CITY ATTORNEY

SURVEYOR'S CERTIFICATE
I, [Name], a duly Licensed Professional Surveyor, State of Utah, do hereby certify that the foregoing plat of Valentine Estates Phase 3, as shown on the attached sheets, was prepared by me or under my direct supervision and that I am a duly Licensed Professional Surveyor, State of Utah, and that the same is a true and correct copy of the original as shown on the attached sheets, and that the same is a true and correct copy of the original as shown on the attached sheets.

OWNERS' DECLARATION
We, the undersigned, do hereby declare that the above described land is being conveyed to [Name] as a gift, and that we are not conveying any interest in the land to any other person, and that we are not conveying any interest in the land to any other person, and that we are not conveying any interest in the land to any other person.

ACKNOWLEDGMENT
On this [Date] day of [Month], 2011, personally appeared before me [Name], a member of the Bar of the State of Utah, and [Name], a member of the Bar of the State of Utah, and they acknowledged to me that they executed the foregoing instrument for the purposes and consideration therein expressed.

ACKNOWLEDGMENT
On this [Date] day of [Month], 2011, personally appeared before me [Name], a member of the Bar of the State of Utah, and [Name], a member of the Bar of the State of Utah, and they acknowledged to me that they executed the foregoing instrument for the purposes and consideration therein expressed.

ACKNOWLEDGMENT
On this [Date] day of [Month], 2011, personally appeared before me [Name], a member of the Bar of the State of Utah, and [Name], a member of the Bar of the State of Utah, and they acknowledged to me that they executed the foregoing instrument for the purposes and consideration therein expressed.

ACKNOWLEDGMENT
On this [Date] day of [Month], 2011, personally appeared before me [Name], a member of the Bar of the State of Utah, and [Name], a member of the Bar of the State of Utah, and they acknowledged to me that they executed the foregoing instrument for the purposes and consideration therein expressed.

ACKNOWLEDGMENT
On this [Date] day of [Month], 2011, personally appeared before me [Name], a member of the Bar of the State of Utah, and [Name], a member of the Bar of the State of Utah, and they acknowledged to me that they executed the foregoing instrument for the purposes and consideration therein expressed.

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ACKNOWLEDGMENT
On this [Date] day of [Month], 2011, personally appeared before me [Name], a member of the Bar of the State of Utah, and [Name], a member of the Bar of the State of Utah, and they acknowledged to me that they executed the foregoing instrument for the purposes and consideration therein expressed.

WOODS CROSS CITY ENGINEER
WOODS CROSS CITY ATTORNEY

WOODS CROSS CITY ENGINEER
WOODS CROSS CITY ATTORNEY

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WOODS CROSS CITY ENGINEER
WOODS CROSS CITY ATTORNEY

5280

ADDRESS AFFIDAVIT ENTRY 2867798

Valentine Estates Townhomes Phase 8

A Planned Residential Unit Development
A part of Parcel 1, Valentine Estates Subdivision Phase 1, Located in the
Northeast 1/4 of Section 34, T2N, R1W, S1B&M, U.S. Survey
Woods Cross, Davis County, Utah

238R-1

238R-1

SURVEYOR'S CERTIFICATE

I, Joe D. Beattie, a Registered Professional Land Surveyor in the State of Utah, do hereby certify that the accompanying plat of subdivision, as shown on the attached sheet, was prepared by me or under my direct supervision and to the best of my knowledge and belief conforms to the facts on the ground. I have caused a true and correct copy of this plat to be filed in the office of the County Clerk, Davis County, Utah, on the 20th day of September, 2012.

2012

2012



OWNER'S DEDICATION

We, the undersigned owners of the herein described tract of land, have caused a plat of subdivision to be prepared, as shown on the attached sheet, and we hereby dedicate the same to the public use of the City of Woods Cross, Utah, for the purposes herein stated. We hereby certify that the same is in accordance with the provisions of the Utah Subdivision Map Act, Chapter 20A, Utah Code, and that we are not making any claim of title or interest in the same. We hereby dedicate to the public use of the City of Woods Cross, Utah, all of the land shown on the attached sheet, and we hereby dedicate to the public use of the City of Woods Cross, Utah, all of the land shown on the attached sheet, and we hereby dedicate to the public use of the City of Woods Cross, Utah, all of the land shown on the attached sheet.

Witness my hand and seal this 20th day of September, 2012.

1. N. H. HARRIS, LLC
President

DESCRIPTION

That part of Parcel 1, Valentine Estates Phase 1, as recorded in the office of the County Clerk, Davis County, Utah, on the 20th day of September, 2012, and described as follows:

Containing 0.2522 acres, more or less, as shown on the attached sheet.

Plat No. 111047, dated 09/20/12, Davis County, Utah.



Sheet 1 of 2

DAVIS COUNTY RECORDER

CITY OF WOODS CROSS, UTAH



WOODS CROSS CITY APPROVAL

This plat is approved and recorded by the City Council of Woods Cross, Utah, on the 20th day of September, 2012.

City Recorder

ACKNOWLEDGMENT

I, the undersigned, being the duly authorized officer of the City of Woods Cross, Utah, do hereby certify that the foregoing plat of subdivision, as shown on the attached sheet, was approved by the City Council of Woods Cross, Utah, on the 20th day of September, 2012.

City of Woods Cross, Utah
City Recorder

ACKNOWLEDGMENT

I, the undersigned, being the duly authorized officer of the City of Woods Cross, Utah, do hereby certify that the foregoing plat of subdivision, as shown on the attached sheet, was approved by the City Council of Woods Cross, Utah, on the 20th day of September, 2012.

City of Woods Cross, Utah
City Recorder

ACKNOWLEDGMENT

I, the undersigned, being the duly authorized officer of the City of Woods Cross, Utah, do hereby certify that the foregoing plat of subdivision, as shown on the attached sheet, was approved by the City Council of Woods Cross, Utah, on the 20th day of September, 2012.

City of Woods Cross, Utah
City Recorder

ACKNOWLEDGMENT

I, the undersigned, being the duly authorized officer of the City of Woods Cross, Utah, do hereby certify that the foregoing plat of subdivision, as shown on the attached sheet, was approved by the City Council of Woods Cross, Utah, on the 20th day of September, 2012.

WOODS CROSS CITY PLANNING COMMISSION

I hereby certify that this plat, as shown on the attached sheet, was approved by the Planning Commission of Woods Cross, Utah, on the 20th day of September, 2012.

City of Woods Cross, Utah
City Recorder

WOODS CROSS CITY ENGINEER

I hereby certify that this plat, as shown on the attached sheet, was approved by the City Engineer of Woods Cross, Utah, on the 20th day of September, 2012.

City of Woods Cross, Utah
City Recorder

WOODS CROSS CITY ATTORNEY

I hereby certify that this plat, as shown on the attached sheet, was approved by the City Attorney of Woods Cross, Utah, on the 20th day of September, 2012.

City of Woods Cross, Utah
City Recorder

QUESTAR GAS

QUESTAR GAS has been contacted for the purpose of determining the location of existing gas lines, and a certificate of record has been prepared and filed in the office of the County Clerk, Davis County, Utah, on the 20th day of September, 2012.

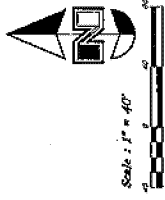
GRETT BASIN ENGINEERING - SOUTH

GRETT BASIN ENGINEERING - SOUTH, 2010 South Orchard Road, P.O. Box 10140, Salt Lake City, Utah 84110. I hereby certify that this plat, as shown on the attached sheet, was approved by the City Engineer of Woods Cross, Utah, on the 20th day of September, 2012.

5345-1

Valentine Estates Townhomes Phase 8

A Planned Residential Unit Development
A part of Parcel 1, Valentine Estates Subdivision Phase 1, Located in the
Northeast 1/4 of Section 34, T2N, R1W, SLB&M, U.S. Survey
Woods Cross, Davis County, Utah



Legend

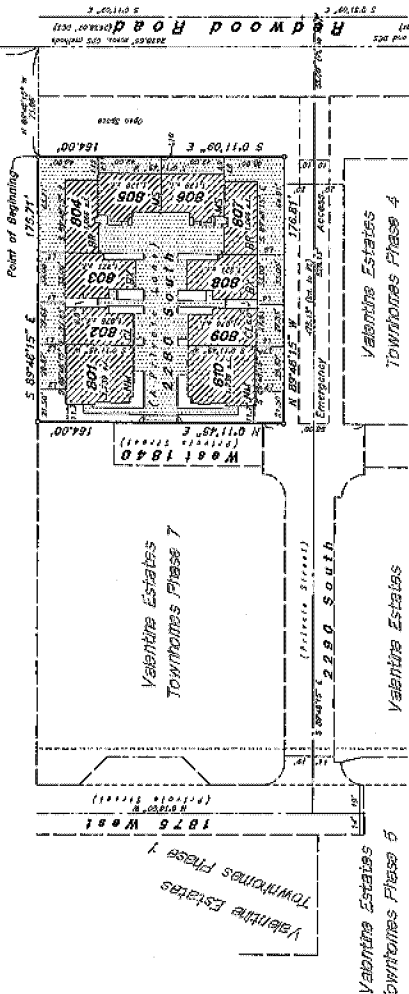
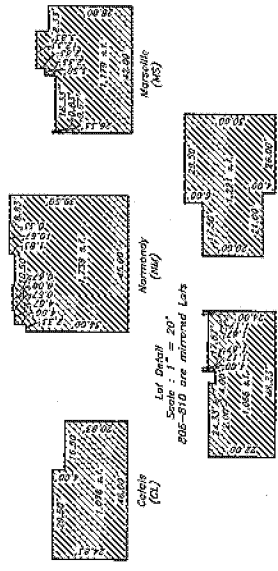
- 0 3/8" = 24" long with
- 8665 Cop
- Boundary Line
- Private Ownership
- Utilities
- Common Area

Lot	Area	Area
604	3,554.24	3,554.24
605	3,554.24	3,554.24
606	3,554.24	3,554.24
607	3,554.24	3,554.24
608	3,554.24	3,554.24
609	3,554.24	3,554.24
610	3,554.24	3,554.24
611	3,554.24	3,554.24
612	3,554.24	3,554.24
613	3,554.24	3,554.24
614	3,554.24	3,554.24
615	3,554.24	3,554.24
616	3,554.24	3,554.24
617	3,554.24	3,554.24
618	3,554.24	3,554.24
619	3,554.24	3,554.24
620	3,554.24	3,554.24

AUGURATIVE
Any and all modifications and corrections to this plat are prohibited. Any modification for purposes of accuracy shall be the responsibility of the owner. A recording of any modification shall be required in the county office. The Survey Commission will be notified by the State of Utah, Survey Commission. This plat is subject to the provisions of the Survey Commission Act, Chapter 2, Section 10, of the Utah Code, and the provisions of the Survey Commission Act, Chapter 2, Section 11, of the Utah Code. Surveyed by the State of Utah, Survey Commission, Salt Lake City, Utah, August 2004.



DAVIS COUNTY RECORDER
No. 2004-000120
This plat is subject to the provisions of the Survey Commission Act, Chapter 2, Section 10, of the Utah Code, and the provisions of the Survey Commission Act, Chapter 2, Section 11, of the Utah Code. Surveyed by the State of Utah, Survey Commission, Salt Lake City, Utah, August 2004.



ADDRESS TABLE

Lot	Area	Area
604	3,554.24	3,554.24
605	3,554.24	3,554.24
606	3,554.24	3,554.24
607	3,554.24	3,554.24
608	3,554.24	3,554.24
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614	3,554.24	3,554.24
615	3,554.24	3,554.24
616	3,554.24	3,554.24
617	3,554.24	3,554.24
618	3,554.24	3,554.24
619	3,554.24	3,554.24
620	3,554.24	3,554.24

GREAT BASIN ENGINEERING - SOUTH
1700 North Redwood Blvd., Suite 100
Salt Lake City, Utah 84119
Tel: 801-488-1111



5345-2

EXHIBIT D

TOWNHOMES LOTS MAINTENANCE MATRIX

**VALENTINE ESTATES OWNERS ASSOCIATION
MAINTENANCE RESPONSIBILITIES - TOWNHOMES**

ITEM	HOA	TH UNIT OWNER	NOTES
GENERAL NOTE			Shared items are to be resolved between the Owners involved in use of the item.
A/C Pad		X	
A/C Unit		X	
Address Numbers		X	
Ants - Interior		X	
Ants - Exterior		X	
Attic Trusses		X	
Cable TV		X	
Ceiling		X	
Chimney Cleaning		X	
Circuit Breakers for Unit		X	
Concrete Shared Driveways - Replacement	X		*Cost for replacement or repair would be billed back to the group of owner it benefits.
Concrete Private Driveway - Replacement	X		*Cost for replacement or repair would be billed back to individual owner it benefits.
Concrete Private Driveway - Seal	X		
Concrete Walkways			
Door and Door Frames - Exterior Back and Front Doors		X	
Door and Door frames - Interior Doors		X	
Door Hardware - exterior doors		X	
Door steps/stoops/porch		X	
Doorbell		X	
Doors - Thresholds		X	
Drains		X	
Drains - Limited Common Area Patio/Porches		X	
Dryer Vent Cleaning		X	
Electric		X	
Electrical Wiring/Panel		X	
Exterior Finishes (Rock/Stucco/Soffit/Fascia) - Future Replacement	X		*Cracking in stucco will not be repaired
Exterior Finishes (Rock/Stucco/Soffit/Fascia) - Future Repairs	X		*Cracking in stucco will not be repaired
Fence - Vinyl - future replacement	X		

Fence - Vinyl - repairs from wind/shifting	X			
Fence - Vinyl - repairs from damage caused by resident/guests		X		*any holes in fence from rocks/kids/air soft guns will not be repaired. If a residents wants the repair done, they will need to do so at their expense and/or resolve with neighbor if caused by a neighbor.
Fireplace Component, including spark arrestor			X	
Floor Coverings			X	
Foundation			X	
Front Landing/Porch			X	
Furnace			X	
Garage Door Openers, Springs, Hinges, Any Mechanical Part			X	
Garage Doors Paint			X	
Garage Doors Replace			X	
Gas			X	
Gas Pipes			X	
Gate Hardware & Locks			X	
Gate to Exclusive Use Area		X		HOA is budgeted to replace gates when fencing is due for replacement. HOA is not budgeted for repairs due to gate use/kicking closed gate/damages from regular use. If gate will not close from shifting/post movement, HOA would repair.
Hose Bib/Faucet/Spigot			X	
Hot Water Heater			X	
Insurance Coverage - Fire	X			Deductible is assessed to specific building Owners equally in which a loss takes place.
Insurance Coverage - HO6 Policy			X	
Insurance Coverage - Loss Assessment			X	
Insurance Deductible	X		X	Deductible is assessed to specific building Owners equally in which a loss takes place. Deductible on Owners HO6 Policy is their responsibility.
Irrigation Lines / Heads - back yards	X			*Any repairs caused by Owner changes to yard will be billed back to the individual Owner
Irrigation Lines / Heads - outside yard areas	X			
Landscape - outside fenced yard areas	X			
Landscape - fenced yard area			X	

Landscape Drains Around Building	X			Not inside fenced yard area
Landscape Drains - inside fenced yard area			X	
Lights - Garage Fixtures			X	
Lights - Garage Bulb			X	
Lights - Eaves (Electrical Issue/Replacement)			X	
Lights - Eaves Bulb			X	
Lights - Porch Bulb			X	
Lights - Porch Fixture			X	
Limited Common Area Driveways - Concrete Approach			X	
Limited Common Area Patios			X	
Limited Common Area Porches			X	
Limited Common Area Sidewalks			X	Shared equally by Owners sharing sidewalk to their specific unit, if multiple units.
Mailbox & Stand/Structure				USPS
Mailbox Lock & Key			X	
Paint - Exterior Wood Trim Finishes (Door Trim)			X	
Paint - Interior			X	
Paint - Garage Doors			X	
Patio Slab			X	
Pest Control Interior			X	
Pest Control Exterior			X	
Phone Lines			X	
Plumbing Gate Valves			X	Point of connection/Meter to the unit - Owner. Before point of connection, shared by Owners In use.
Plumbing Main Line			X	Point of connection/Meter to the unit - Owner. Before point of connection, shared by Owners In use.
Plumbing Pressure Regulator			X	Point of connection/Meter to the unit - Owner. Before point of connection, shared by Owners In use.
Plumbing Leak			X	Point of connection/Meter to the unit - Owner. Before point of connection, shared by Owners In use.
Plumbing Stoppage			X	Point of connection/Meter to the unit - Owner. Before point of connection, shared by Owners In use.
Plumbing Wall Pipes			X	
Rain Gutters - future replacement		X		
Rain Gutters - clean-out			X	
Rain Gutters - repair		X		
Rain Gutters - hooked to drain/draining away from building			X	
Rats/Rodents			X	

Roof - future replacement	X			Owner is responsible to have heat tape installed if ice dams are an issue on their portion of the roof.
Roof - Ice dams		X		See satellite dish for exceptions
Roof Leak	X			
Roof Leak - damages to interior			X	
Satellite Dishes - Roofs			X	The unit owner is responsible for any roof repair as a result of a satellite dish, whether the prior owner or current owner installed said dish. Any removal of the dish must be done through the HOA's designated roof company, with the cost assessed to the unit owner.
Screen Doors			X	*Must be approved by DRC
Sewer pipes			X	
Sewer pipes - portion to more than one unit			X	Responsibility shared by Owners in use.
Shutters			X	
Skylights			X	
Sliding Glass Doors			X	
Stairway			X	
Storm Drains		X		*Private road areas only
Street Lights				City
Streets		X		
Stucco - Repair			X	An owner may choose to have stucco cracking repaired as the HOA will not do so, however if not exact match or noticeable, owner then responsible for coating of walls as the HOA sees fit to resolve situation, at the owner's cost.
Rock - Repair		X		
Rock - Individual unit aesthetic issues			X	
Termite Inspection			X	
Termites - Attic			X	
Termites - Exterior			X	
Termites - Garage			X	
Termites - Interior			X	
Trash			X	
TV Reception			X	
Utility Doors			X	
Vent covers - Exterior			X	
Walkways to individual unit- not shared			X	
Wall - Bearing Interior Wall			X	

Wall - Partition Interior Wall			X	
Wasps			X	
Water - Culinary			X	
Water - Landscape	X			
Weatherstripping			X	
Window Boxes			X	
Window Frames			X	
Window Glass			X	
Window Screens			X	

EXHIBIT E

ARTISTIC DRAWINGS OF COTTAGE HOMES LOTS

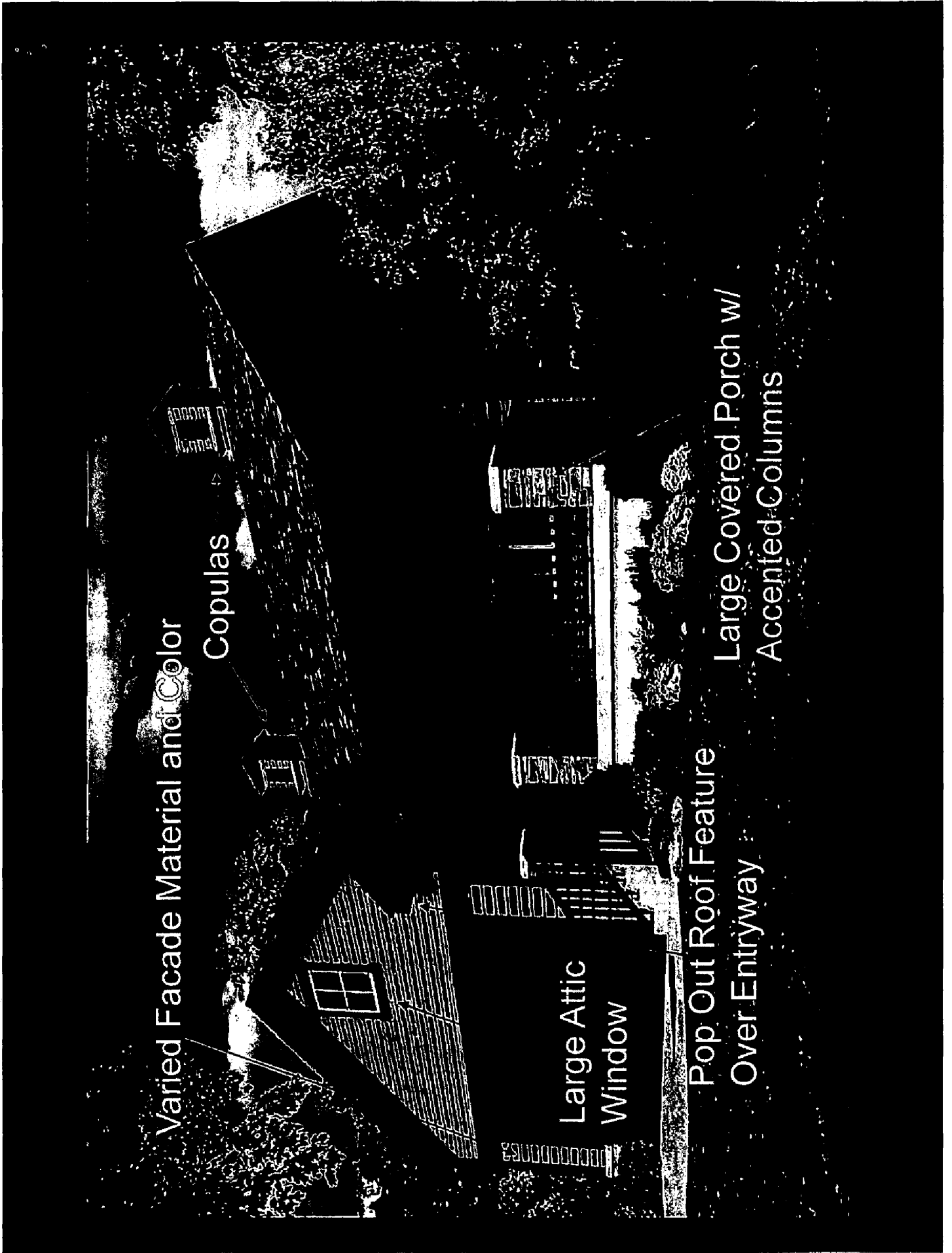
Varied Facade Material and Color

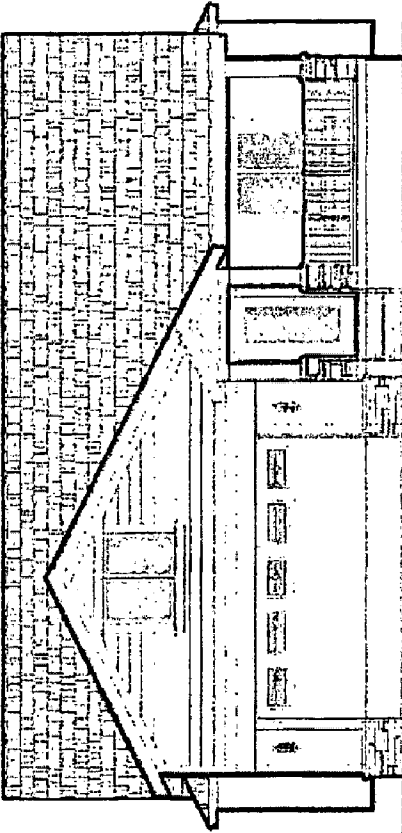
Copulas

Large Attic Window

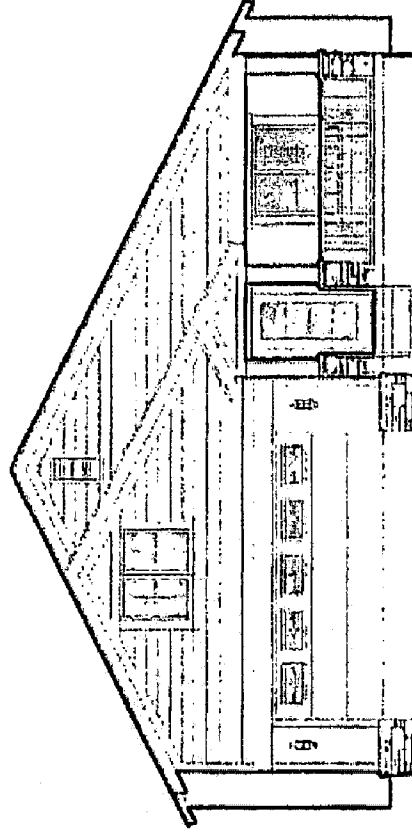
Pop Out Roof Feature Over Entryway

Large Covered Porch w/ Accented Columns

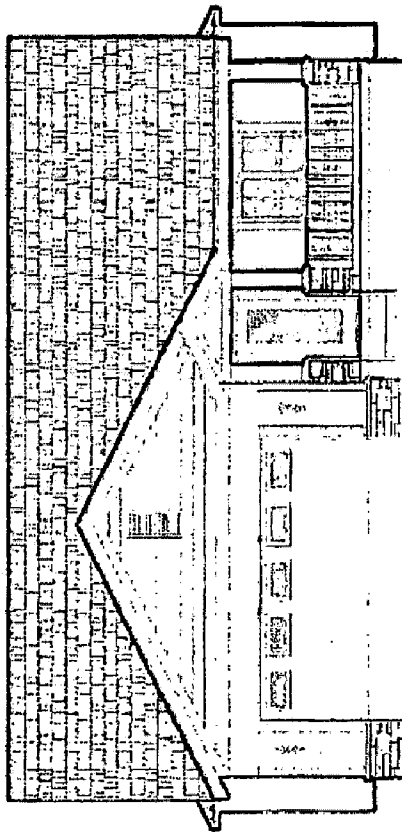




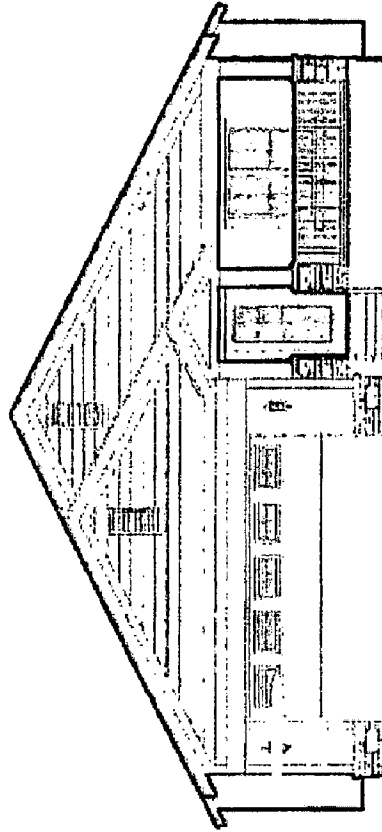
NEWFORT (w BONUS ROOM-OPT. 1)



NEWFORT (w BONUS ROOM-OPT. 2)



NEWFORT (OPT. 1)



NEWFORT (OPT. 2)

Alternative Layouts

Varied Roof Line

Second Story over
Just a Portion of the
Home



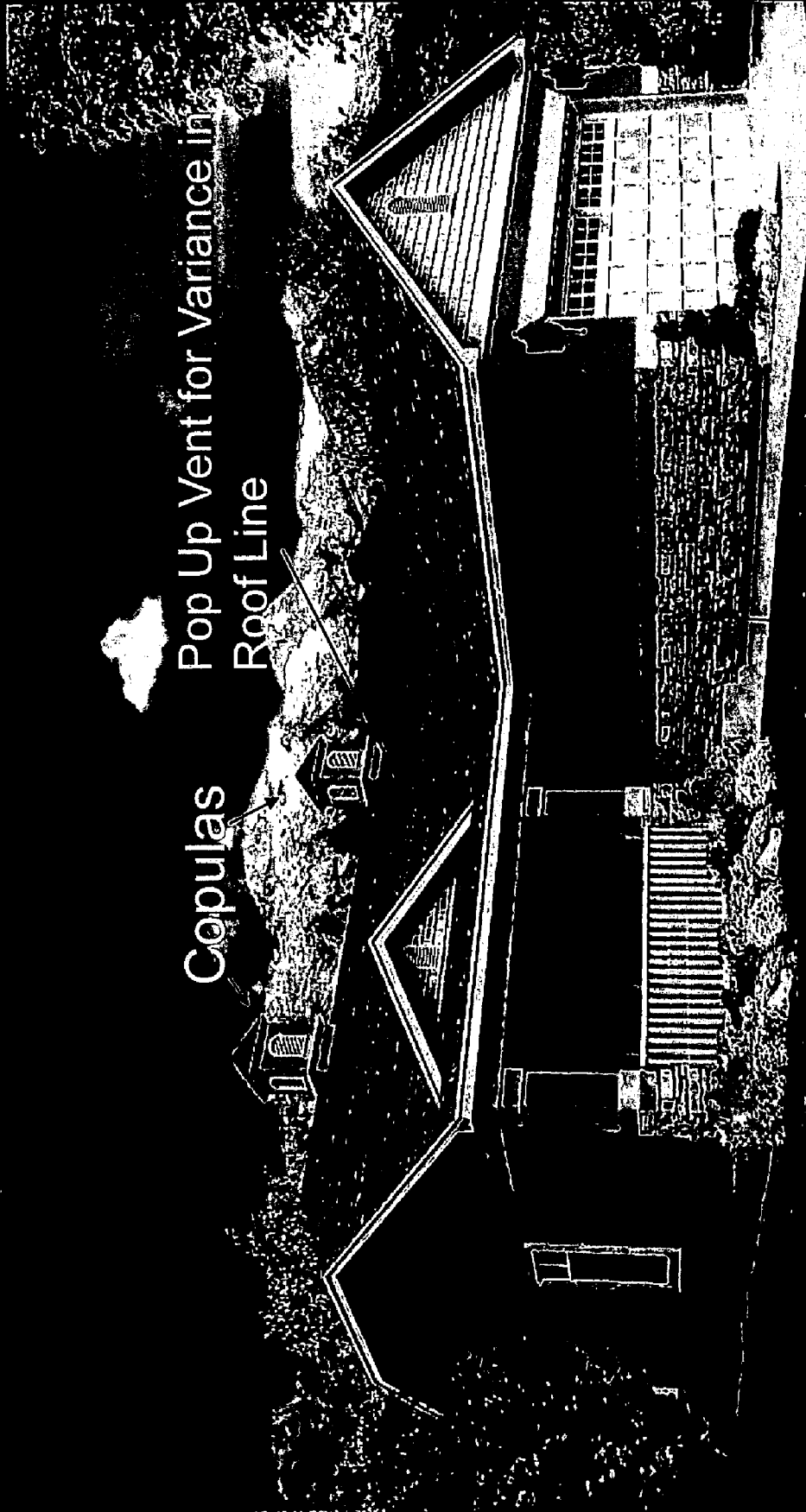
Stone Work Will Tie Into Existing Homes



Grand Front Pillars

This is a high-contrast, black and white architectural drawing of a building's front facade. The drawing is oriented vertically on the page. It features two prominent, thick, rectangular pillars that support a horizontal structure above them. To the right of these pillars is a large, covered porch area. The drawing uses white lines and stippling to define the building's form against a dark background. The overall style is that of a technical or architectural sketch.

Large Covered Porch



Copulas
Pop Up Vent for Variance in
Roof Line

Stone Work to Tie In With Existing Homes

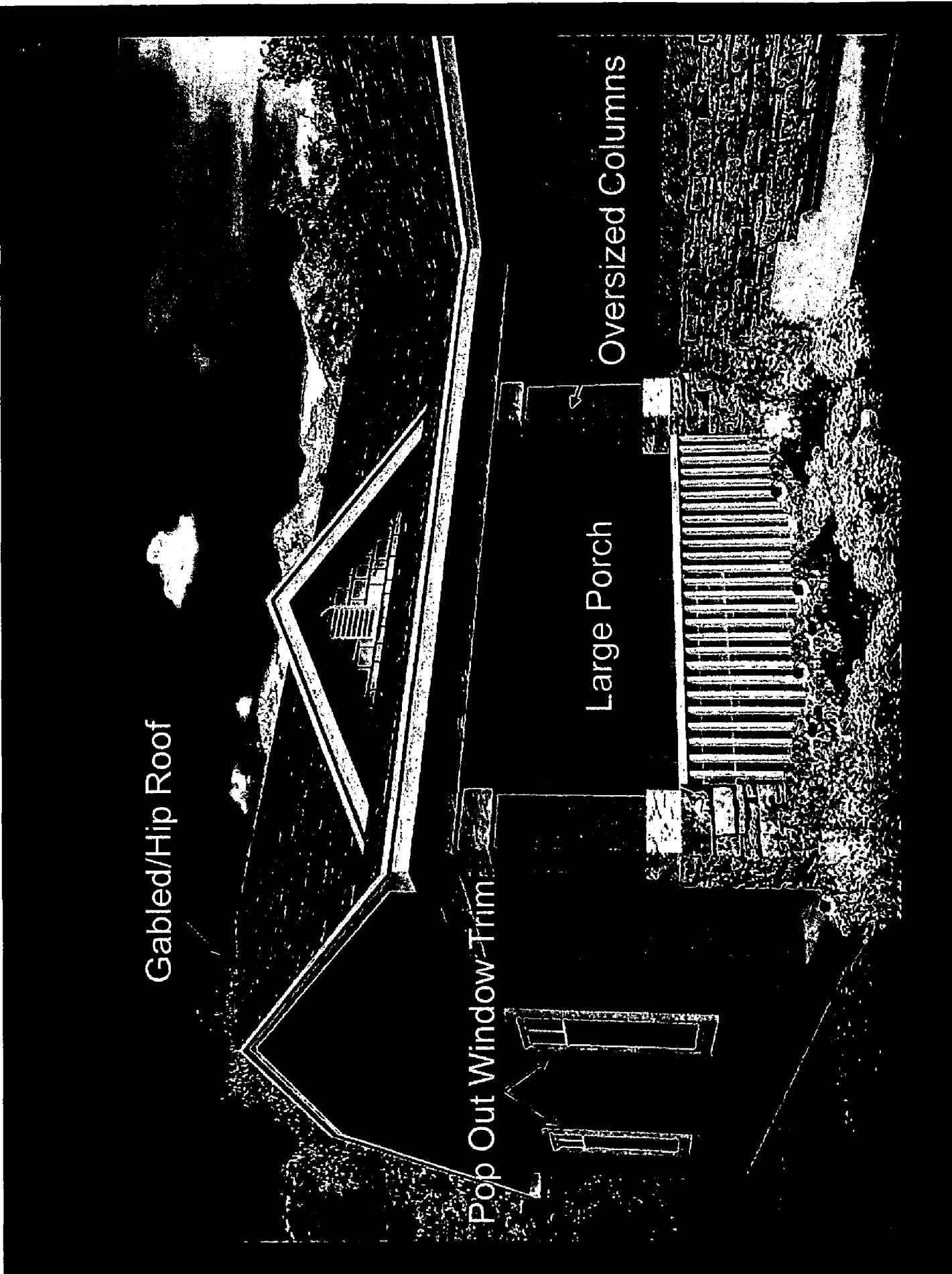
Stone Work to Tie In With Existing Homes

Gabled/Hip Roof

Pop Out Window-Trim

Large Porch

Oversized Columns



Oversized
Front
Room
Window

Copulas

Pop Up Roof Design

Varied Product Type Facade

Stone To Tie In With
Existing Homes

3,036 Sq. Feet



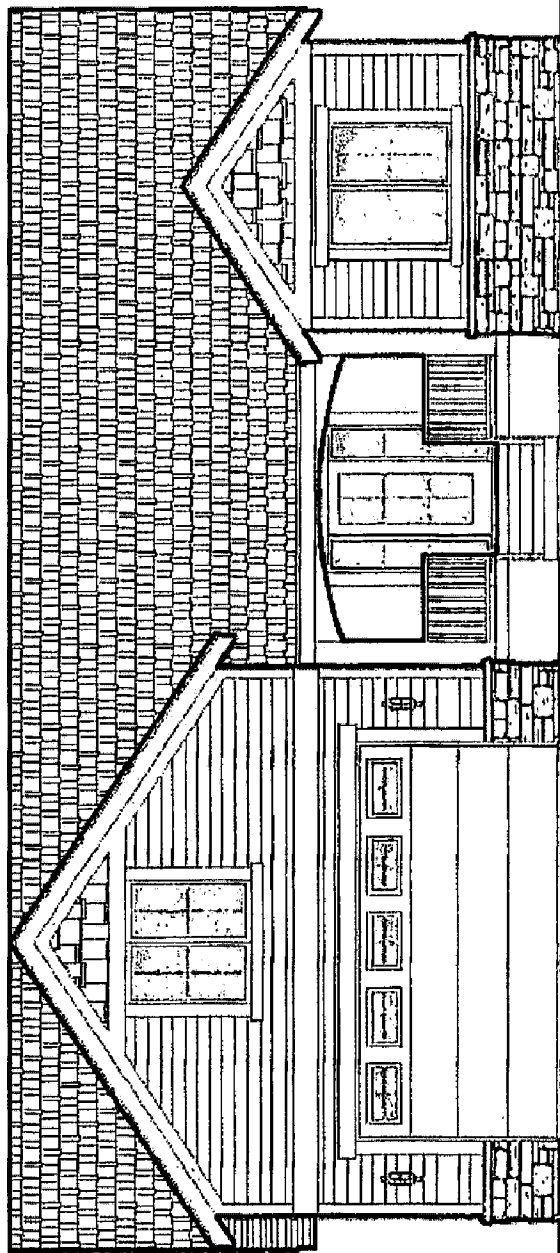


Fancy Entry with Archway

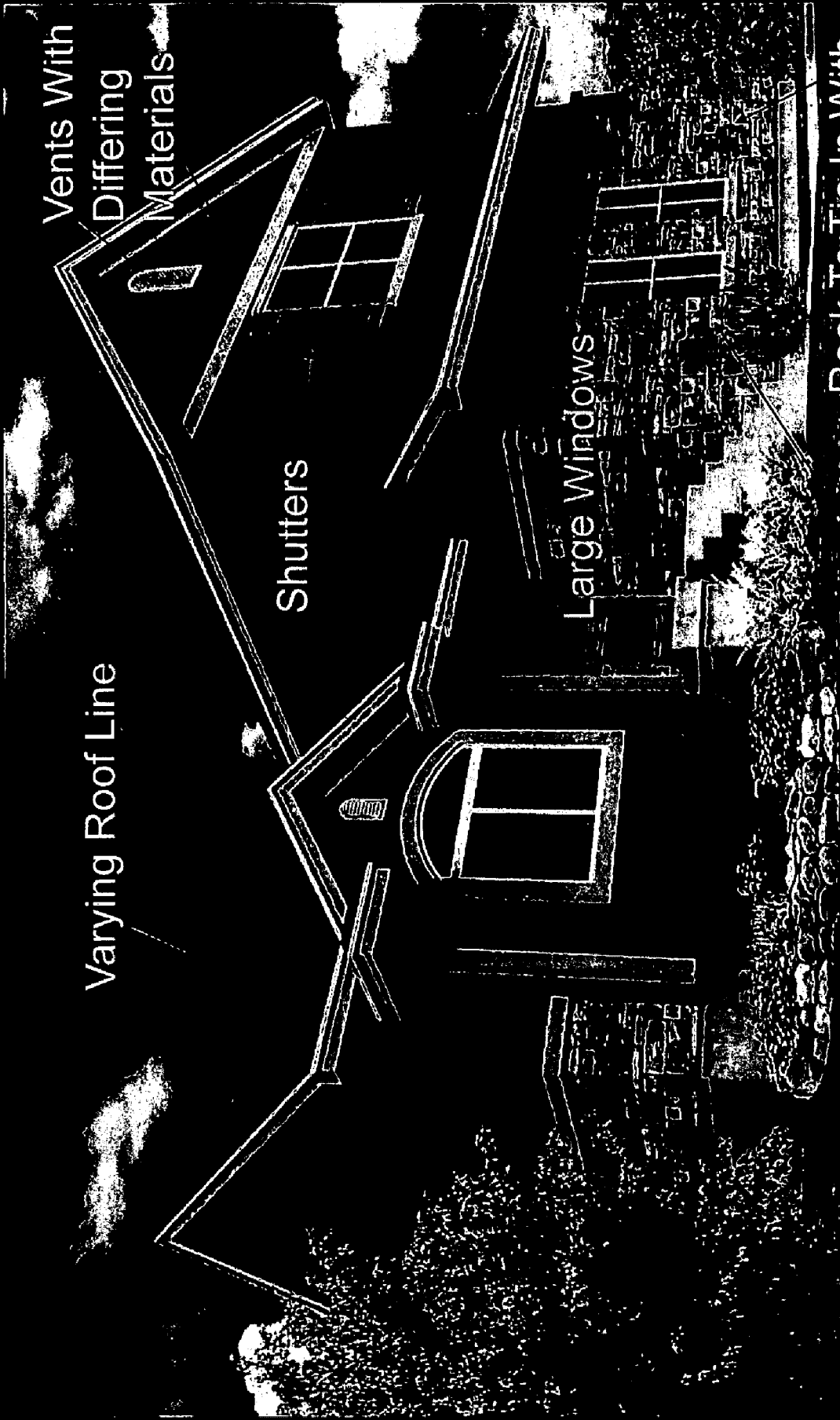
Large Front Porch



Slab on Grade, No Step Entryway



LAGUNA (w/ BONUS ROOM)



Vents With
Differing
Materials

Shutters

Large Windows

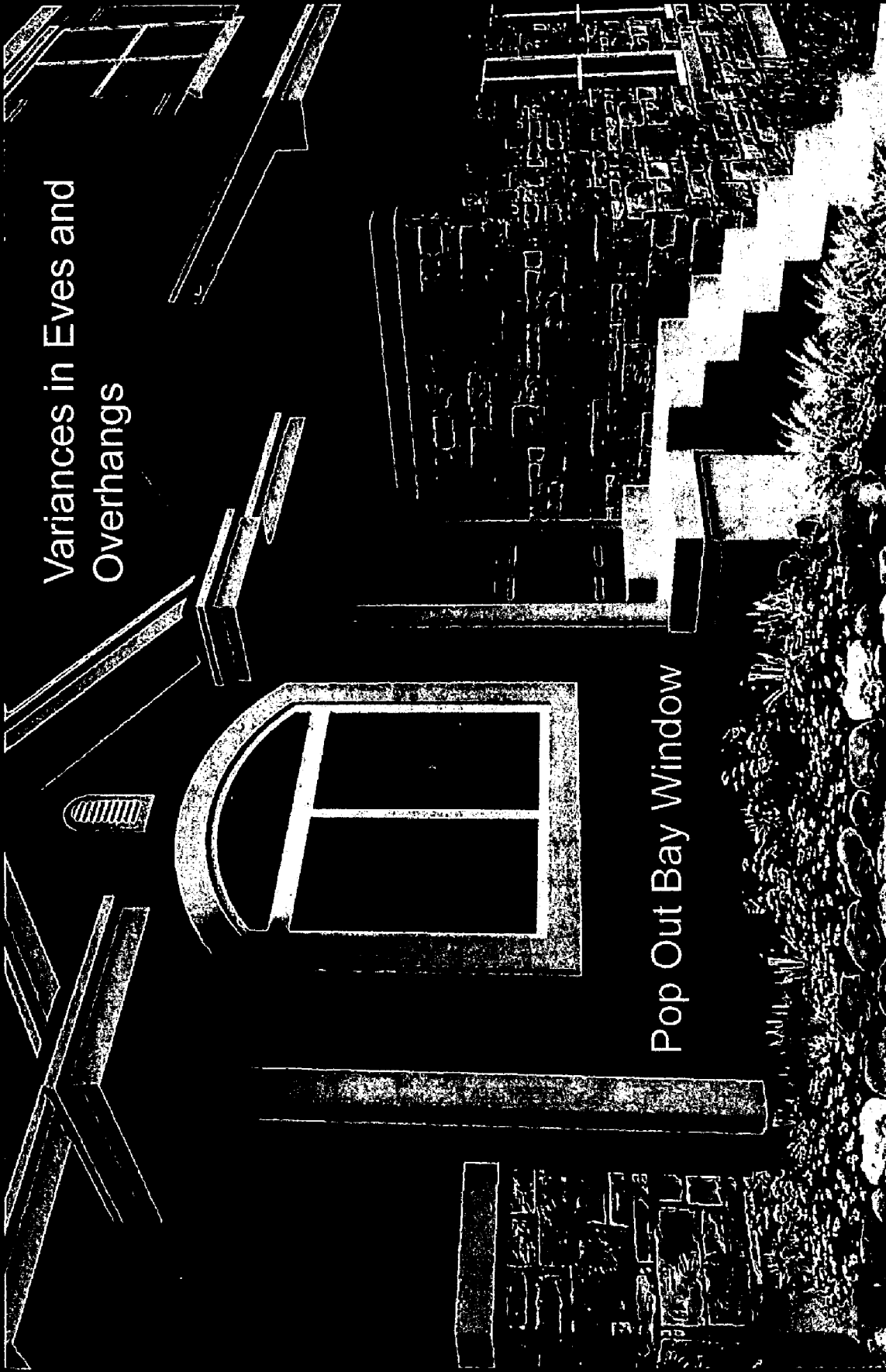
Varying Roof Line

Rock To Tie In With
Existing Homes

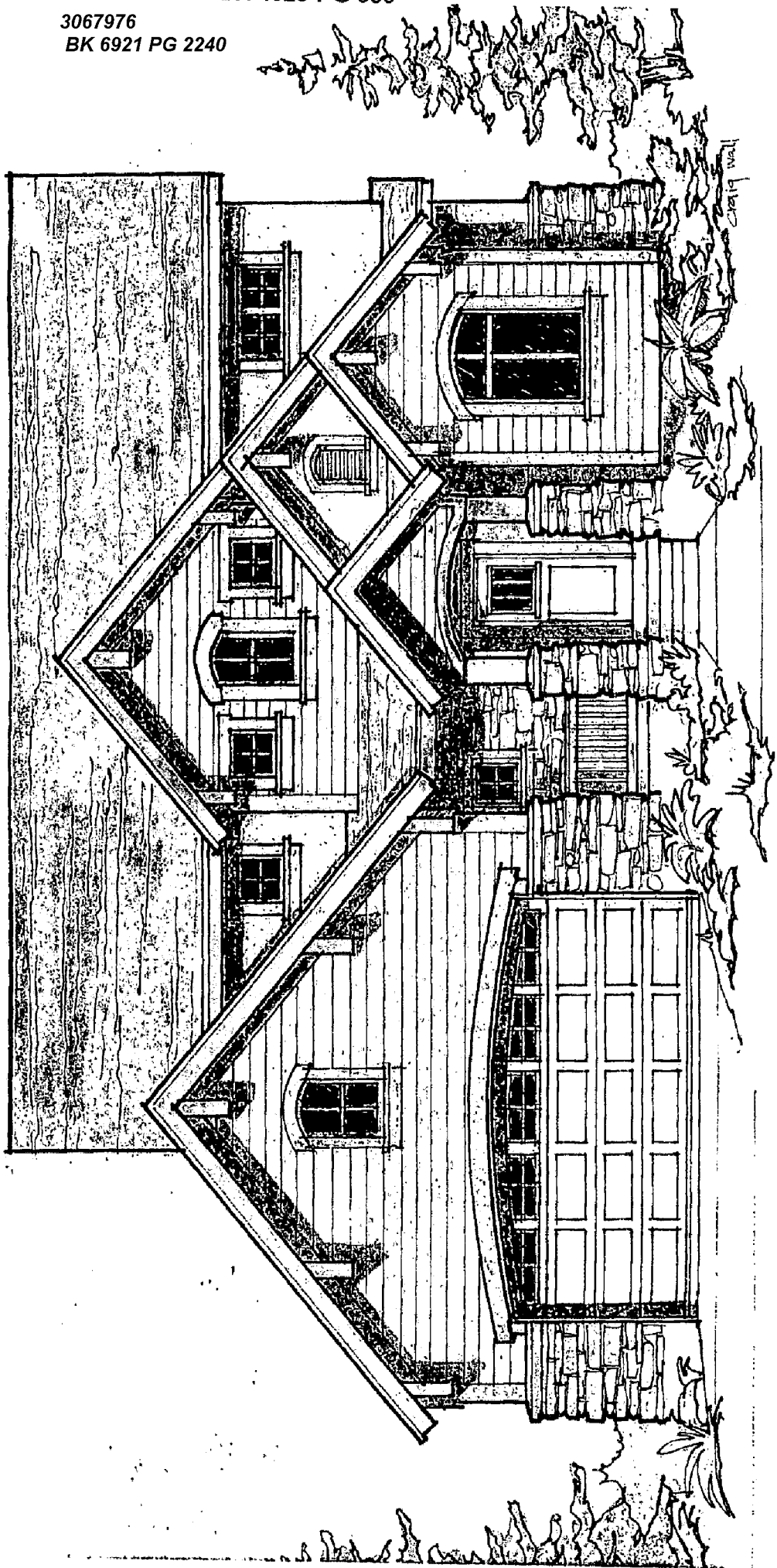
Side Loaded Garage

Variances in Eaves and
Overhangs

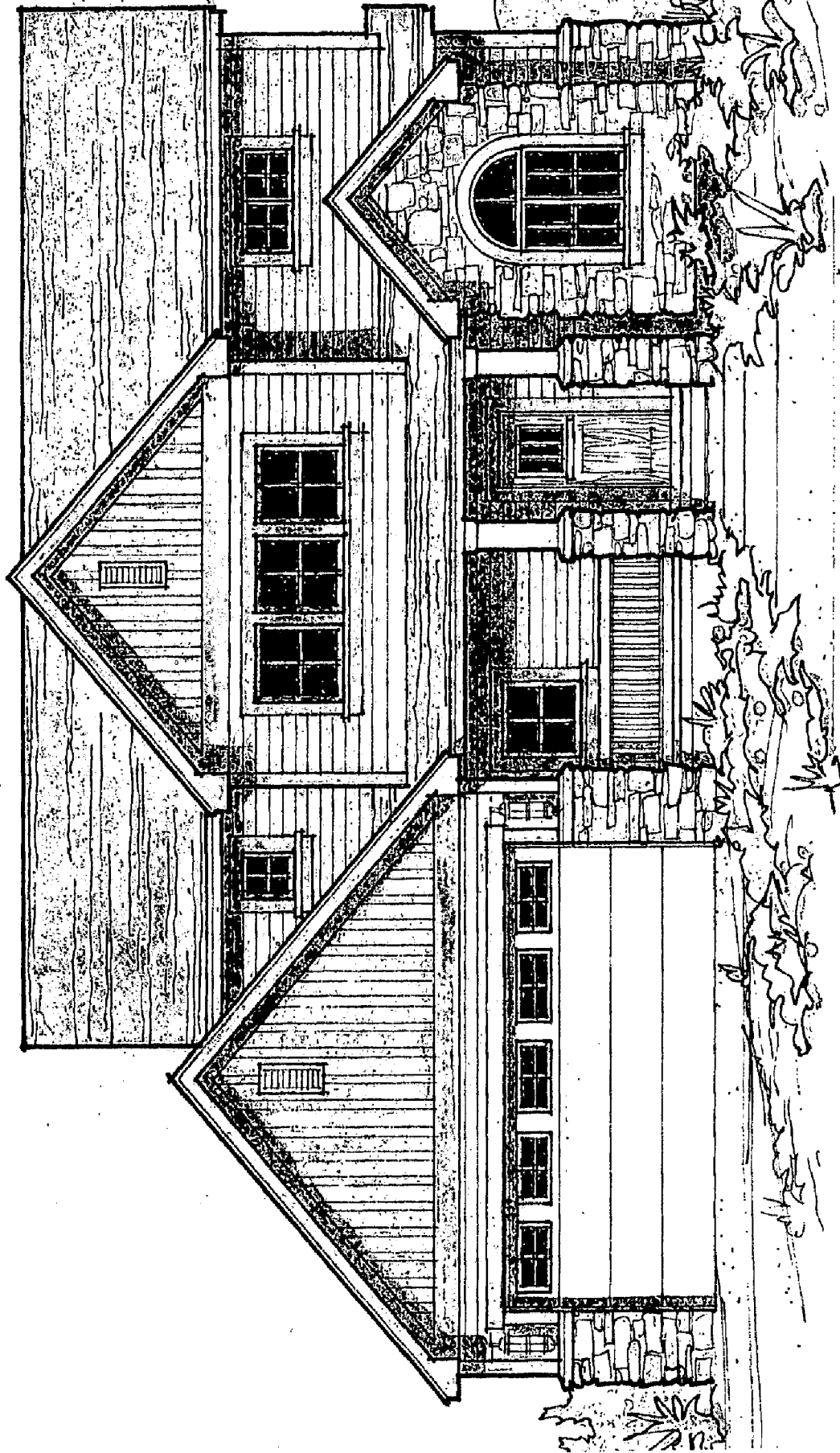
Pop Out Bay Window

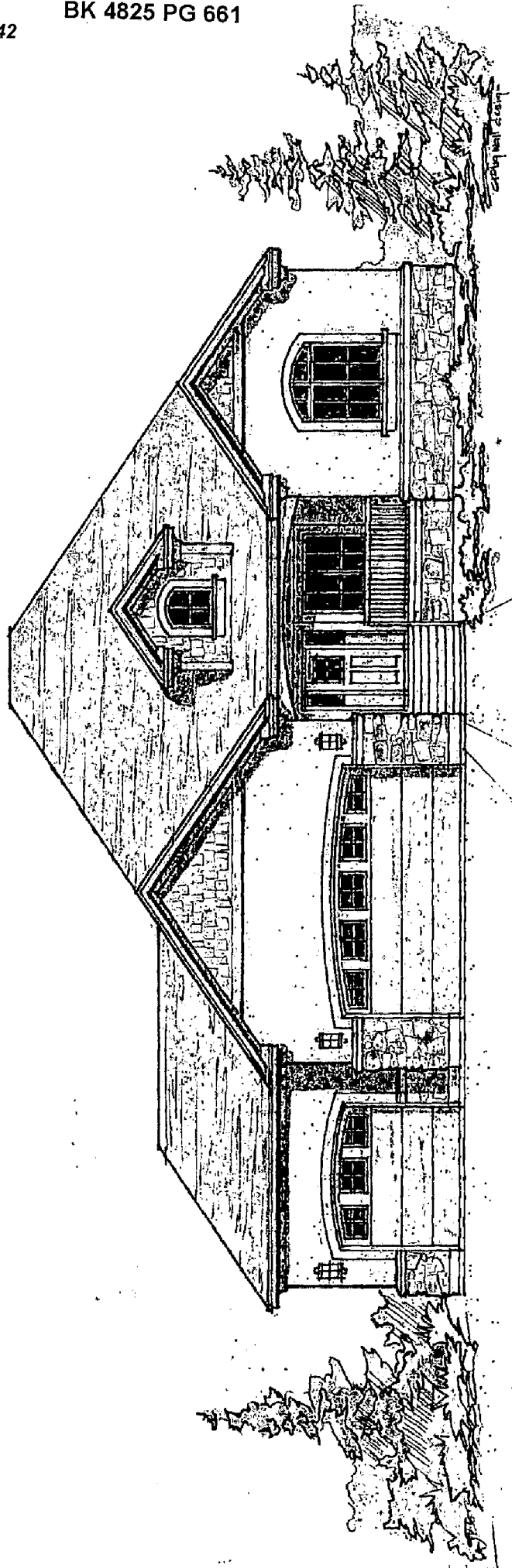


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BK 6921 PG 2240

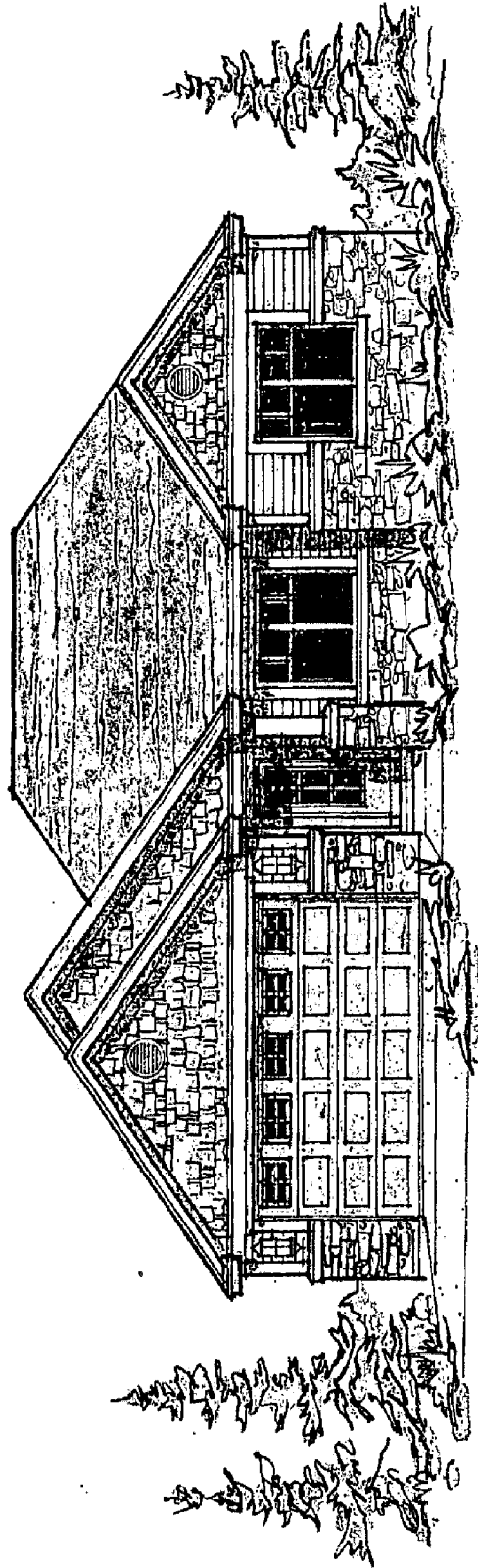


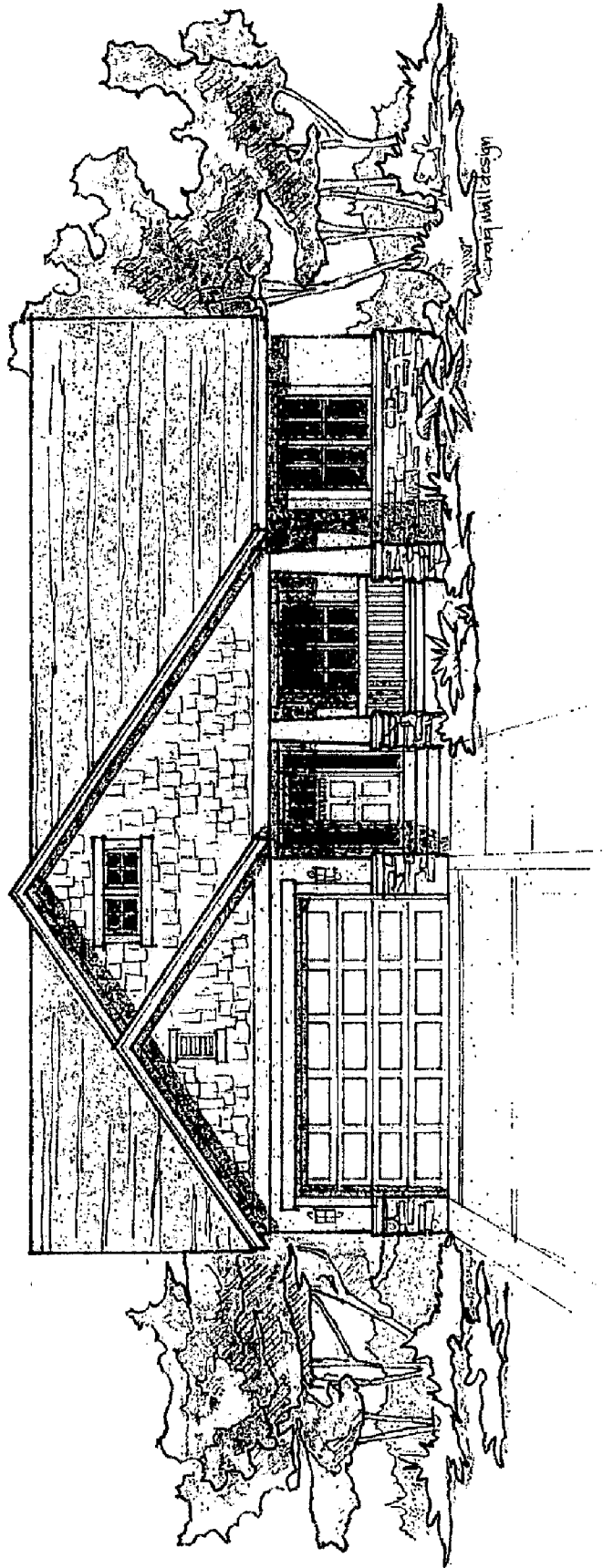
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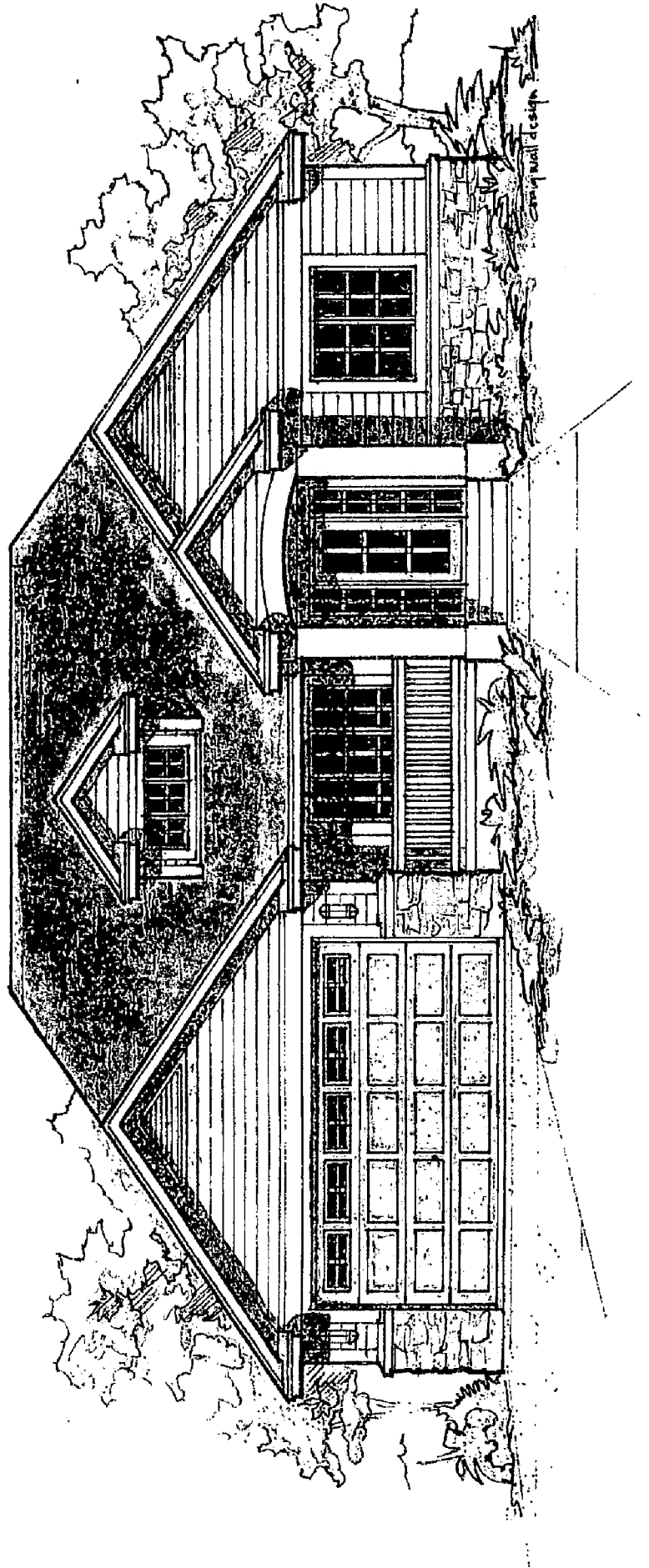


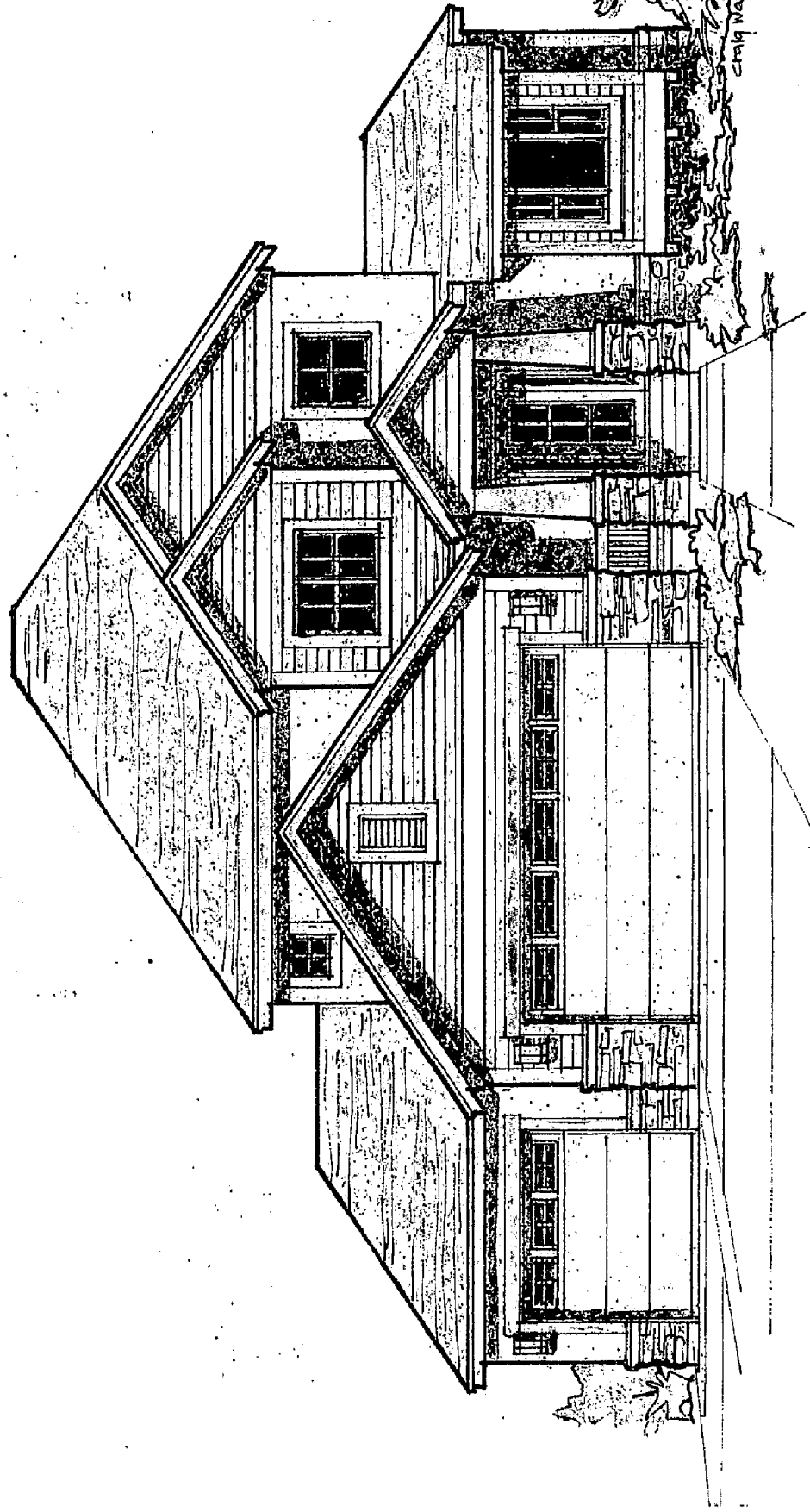


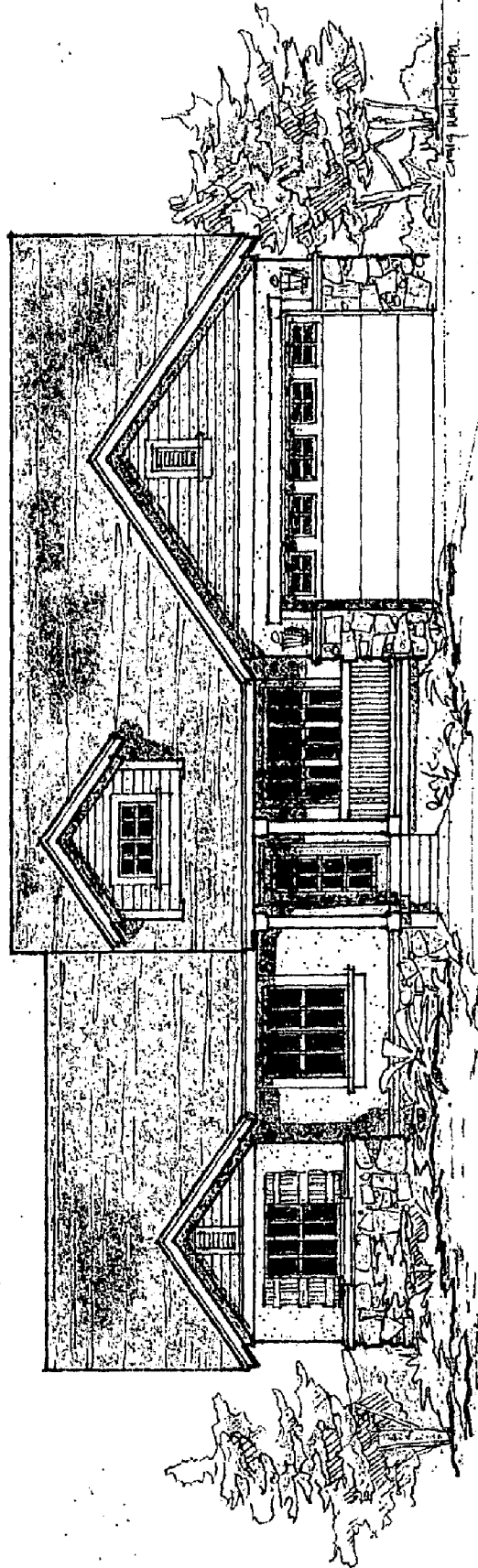
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BK 6921 PG 2243

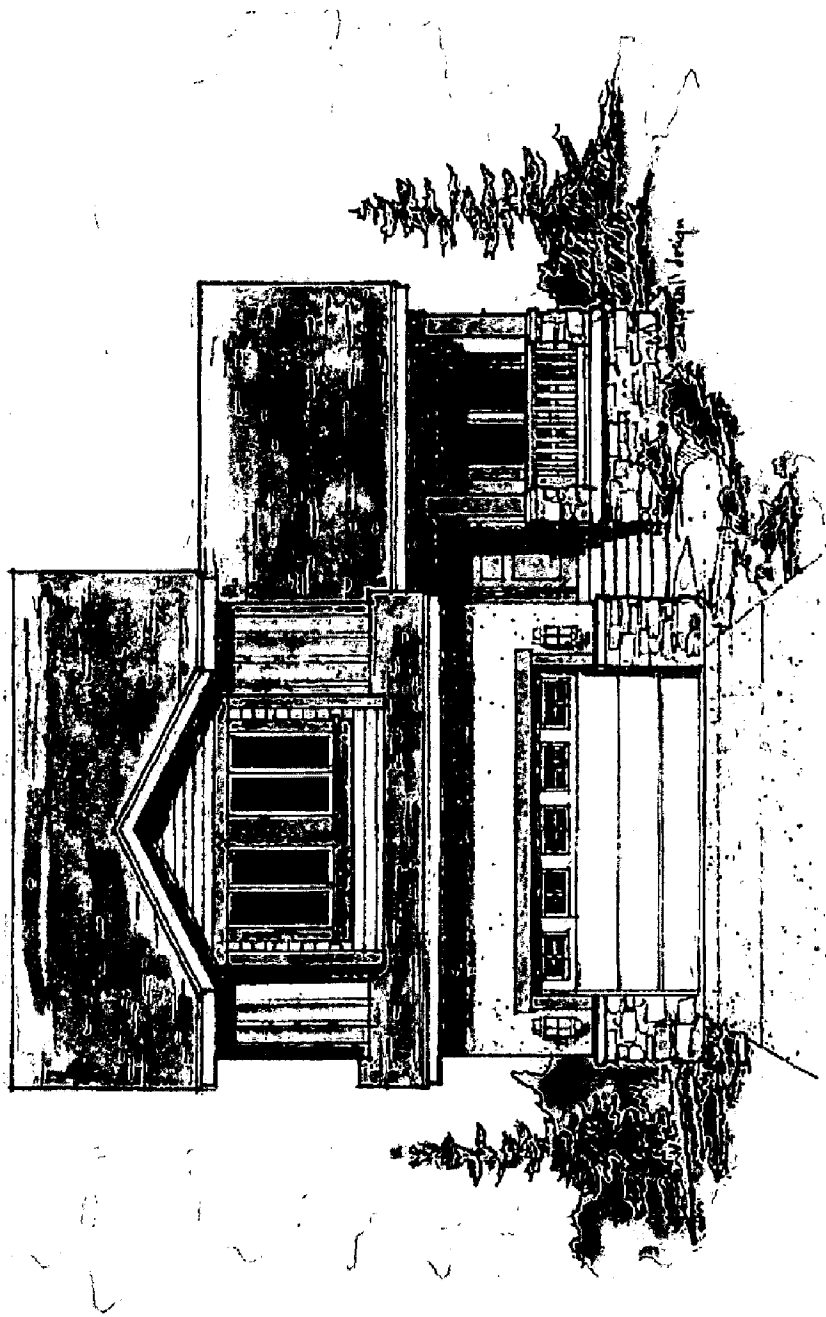


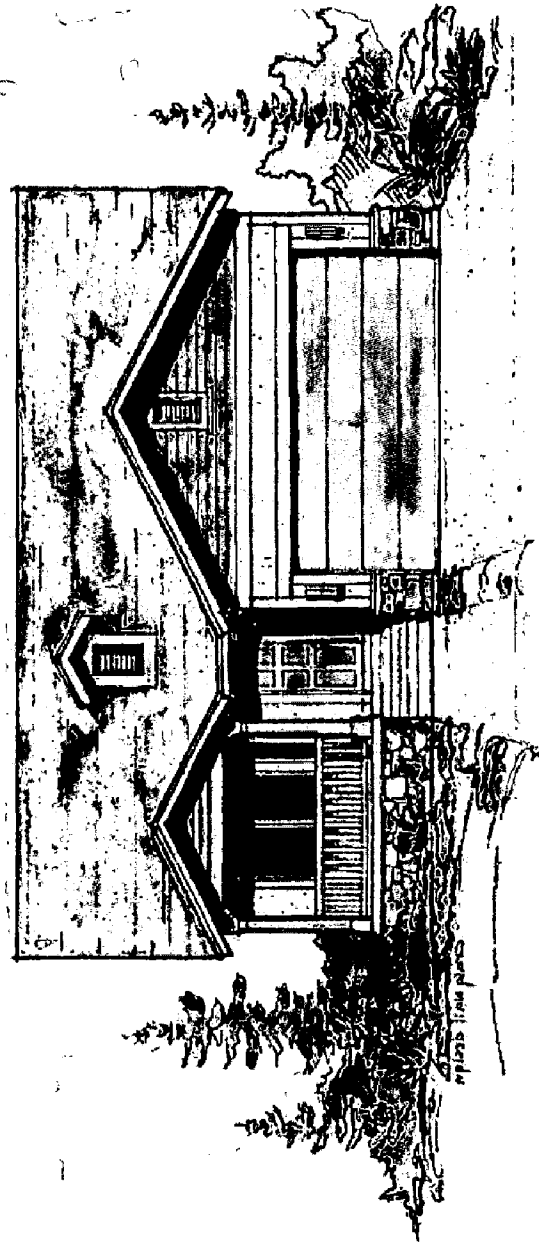


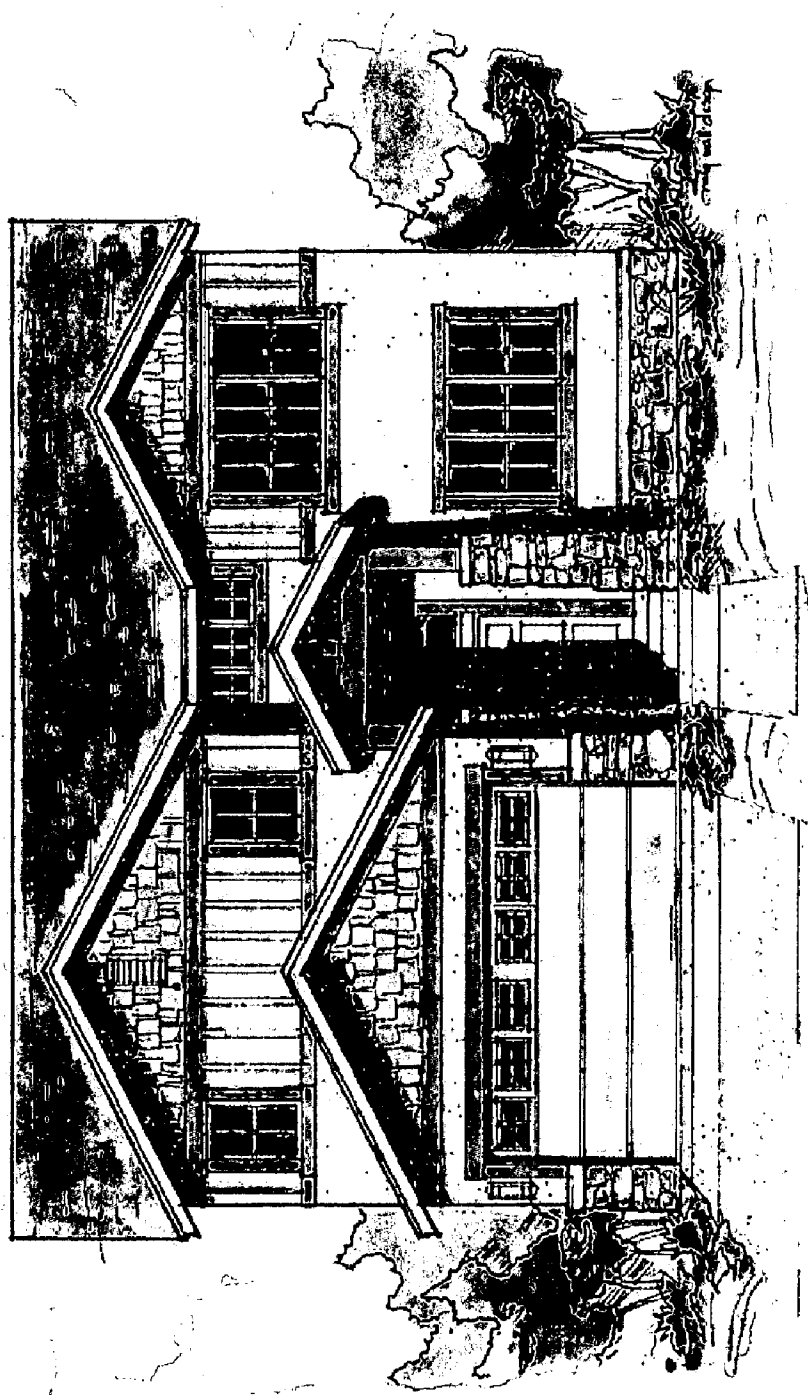






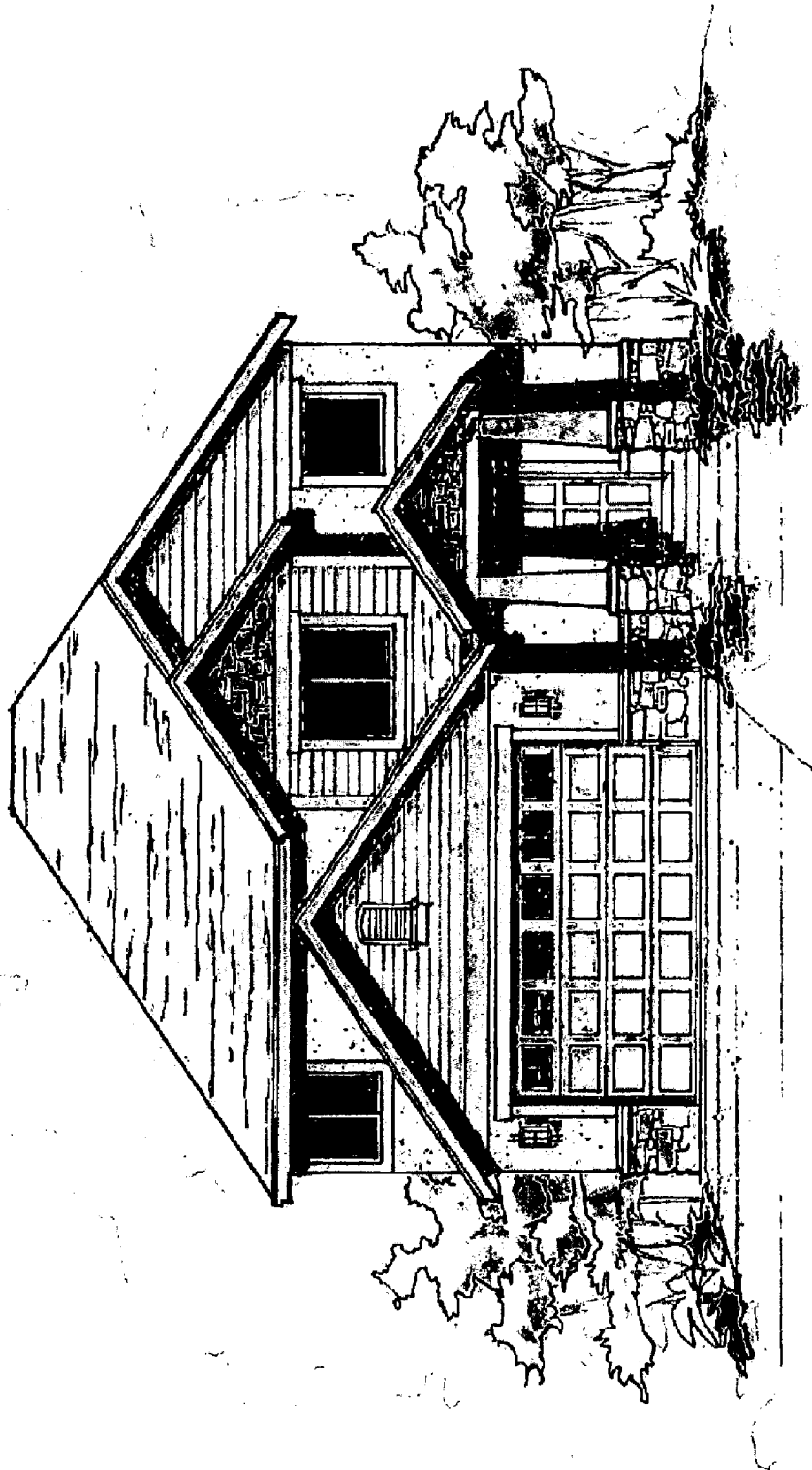






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BK 6921 PG 2251

BK 4825 PG 670



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BK 6921 PG 2251

