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WHEN RECORDED, MAIL TO:

3449554
BK 7925 PG 563

CASTLE CREEK HOMES
1877 West 4000 South
Roy, Utah 84067

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
01/13/2022 11:41 AM
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**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS
VILLAGE AT THE BLUFF HOMEOWNERS ASSOCIATION**

15-094-0101
thru 0176

Syracuse, Davis County, Utah

- ALL PHASES -

D

15-094-0201
thru 0230

VILLAGE AT THE BLUFF PHASE 1 (Lots 101-173):

<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>
101		123		145		167	
102		124		146		168	
103		125		147		169	
104		126		148		170	
105		127		149		171	
106		128		150		172	
107		129		151		173	
108		130		152		(end)	
109		131		153			
110		132		154			
111		133		155			
112		134		156			
113		135		157			
114		136		158			
115		137		159			
116		138		160			
117		139		161			
118		140		162			
119		141		163			
120		142		164			
121		143		165			
122		144		166			

VILLAGE AT THE BLUFF PHASE 2 (Lots 201-230):

<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>
201		223	
202		224	
203		225	
204		226	
205		227	
206		228	
207		229	
208		230	
209		<i>(end)</i>	
210			
211			
212			
213			
214			
215			
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217			
218			
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220			
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Declaration of Covenants, Conditions, and Restrictions
Village at the Bluff Homeowners Association
Syracuse, Davis County, Utah

- All Phases -

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This Declaration is made on the date executed below by the Declarant, and is effective on the date of recording in the recorder's office of the County.

RECITALS

- A. **WHEREAS**, the Declarant owns or controls, or will own or control, a certain parcel(s) of land that is located in the County (the "Land"); and
- B. **WHEREAS**, the Declarant has or will establish the Association as a Utah nonprofit corporation (the "Corporation"); and
- C. **WHEREAS**, the Declarant has or will record the Plat in the recorder's office of the County (see Exhibit "A"); and
- D. **WHEREAS**, the Declarant has constructed or will construct, in one or more phases of construction, a residential development as illustrated in the Plat that is planned to include 64 townhomes and 39 single-family homes, a wetland preserve area (the "Preserve Area"), and various Amenities; and
- E. **WHEREAS**, the Declarant has subjected the Land to a certain Declaration of Restrictions with regard to the Preserve Area (the "Preserve Area Restrictions") and intends the Association and its Members and Residents, and their guests and invitees and all others who enter upon the Project, to be subject to the same; and
- F. **WHEREAS**, the Declarant, by recording the Plat and this Declaration, intends to submit the Land and all Improvements constructed thereon to the provisions of this Declaration and the other Governing Documents, as they may be amended from time to time, for the benefit of all Dwellings in the Project and all Owners thereof; and
- G. **WHEREAS**, the Declarant, by recording the Plat and this Declaration, intends that the provisions of this Declaration and the other Governing Documents, as they may be amended from time to time, shall be enforceable as equitable servitudes that shall run with the land; and
- H. **WHEREAS**, the Declarant, by recording the Plat and this Declaration, intends to submit the Land and all Improvements constructed thereon to the provisions of the Association Act for the benefit of all Dwellings in the Project and all Owners thereof; and
- I. **WHEREAS**, the Declarant intends that, to the greatest extent allowed by law, all Owners, Residents, and Persons that enter upon the Project or in any way make use of the Common Area shall be subject to and abide by the provisions of this Declaration and the other Governing Documents, as they may be amended from time to time;

NOW THEREFORE, for the foregoing purposes, the Declarant makes and adopts this Declaration which includes the above Recitals and the following covenants, conditions, and restrictions that, along with the other Governing Documents, shall run with the Land as enforceable equitable servitudes.

COVENANTS, CONDITIONS, AND RESTRICTIONS

1. DEFINITIONS

Capitalized terms used in this Declaration shall have the following meanings. Additional or further definition of a term in this Declaration, including in the Recitals, shall be considered cumulative. Other terms may be defined in other articles of this Declaration.

1.1. Act, Association

“Association Act” means the Utah Community Association Act, Utah Code §§ 57-8a-101 *et seq.*, as amended or restated from time to time.

1.2. Act, Nonprofit

“Nonprofit Act” means the Utah Revised Nonprofit Corporation Act, Utah Code §§ 16-6a-101 *et seq.*, as amended or restated from time to time.

1.3. Amenities

“Amenities” means Common Area facilities such as parks, play areas, clubhouses, pools, and other nonessential or recreational facilities, but does not mean Common Area such as streets, sidewalks, and other improvements primarily intended for access to Dwellings, or Limited Common Area appurtenant to a Dwelling(s).

1.4. Architectural Committee

“Architectural Committee” means a committee created by the Board for purposes of overseeing exterior architectural characteristics of the Association.

1.5. Articles of Incorporation

“Articles of Incorporation” mean the Association’s articles of incorporation as they may be amended or restated from time to time and as duly filed with the state of Utah. The Articles of Incorporation are attached to this Declaration as **Exhibit “C”** below.

1.6. Assessment

“Assessment” as used generally herein means a monetary charge, fine, fee, or other amount of any kind imposed or levied against an Owner, Resident, Lot, or Dwelling by the Association, as provided in the Governing Documents, regardless of whether such amount is identified as a Capital Assessment, District Assessment, Individual Assessment, Regular Assessment, Reserve Assessment, Special Assessment, fine, fee, or other charge.

1.7. Assessment District

“Assessment District” means a grouping of one or more Dwellings, but fewer than all Dwellings in the Project, that share District Common Expenses.

1.8. Assessment, Capital

“Capital Assessment” means an amount levied from time to time at the discretion of the Board against each Dwelling for the purpose of accumulating funds for capital improvements.

1.9. Assessment, Individual

“Individual Assessment” means an amount levied or imposed against a particular Dwelling, Owner, and/or Resident.

1.10. Assessment, Regular

“Regular Assessment” means, for a given fiscal year, an amount based on the Master Budget that is levied against the Dwellings sufficient to cover at least the Common Expenses, the Reserve Fund component of the Master Budget, and the required amount of the Insurance Fund.

1.11. Assessment, Reserve

“Reserve Assessment” means, for a given fiscal year, a component of the Regular Assessment allocated for the Reserve Fund, or other amount levied from time to time for the purpose of increasing or replenishing the Reserve Fund.

1.12. Assessment, Special

“Special Assessment” means an amount levied from time to time for the purpose of defraying, in whole or in part, any expenses not reasonably capable of being fully paid from the Regular Assessment or, as applicable, the Insurance Fund or Reserve Fund, including expenses related to emergencies, but not for Capital Improvements.

1.13. Association

“Association” means the Utah non-profit corporation (the “Corporation”) that is or will be known as **Village at the Bluff Homeowners Association**.

1.14. Attorney-in-Fact

“Attorney-in-Fact” or “attorney-in-fact” means an individual who is authorized to act as an agent of a Person or an estate as evidenced by a duly-executed Power of Attorney, Designation of Agent, Letter Testamentary, Letter of Administration, or other similar authorizing document. An attorney-in-fact may act on behalf of an Owner or, if the attorney-in-fact represents a deceased Owner’s estate, with respect to the deceased Owner’s Dwelling as if the Owner for purposes of all notices, meetings, proxies, and votes described in the Governing Documents but not for purposes of eligibility requirements.

1.15. Board

“Board” means the entity, regardless of name, with primary authority to govern the Association.

1.16. Budget, District

“District Budget” means a component of the Master Budget that, for a given fiscal year, is an estimate of the total Common Expenses attributed only to the Dwellings in a particular Assessment District.

1.17. Budget, Master

“Master Budget” means, for a given fiscal year, an estimate of the total income and the total Common Expenses of the Association including any Assessment Districts.

1.18. Bylaws

“Bylaws” mean the bylaws of the Association as they may be amended or restated from time to time and as duly recorded in the recorder’s office of the County. The Bylaws are attached to this Declaration as **Exhibit “B”** below.

1.19. City

“City” means the city or cities in which the Project is physically situated.

1.20. Common Area

“Common Area” means all property within the Project designated as common area in the Plat or herein that the Association owns or maintains for the common use and enjoyment of all Owners including but not limited to any such property reserved for use as parks, playgrounds, roads, parking areas, sidewalks, pathways or trails, buildings, facilities, and open spaces. The term Common Area generally includes Limited Common Area except where the context requires otherwise.

1.21. Common Area, Limited

“Limited Common Area” means all property designated as Limited Common Area in the Plat or herein that the Association owns or maintains for the exclusive use and enjoyment of the Owners of one or more appurtenant Dwellings but fewer than all Dwellings in the Project.

1.22. Common Expenses

“Common Expenses” means the actual and estimated recurring costs, expenses, and liabilities incurred by or on behalf of the Association, including without limitation costs, expenses, and liabilities for: (a) managing, maintaining, preserving, operating, protecting, and improving the Common Area and Limited Common Area; (b) meeting the maintenance and other financial obligations of the Association; (c) providing facilities, utilities, services, insurance coverage, and other benefits to the Association as required in applicable law and the Governing Documents; (d) administering and enforcing the Governing Documents; (e) levying, collecting, and enforcing assessments; (f) operating the Association; and (f) building reserve funds in accordance with applicable law and the Governing Documents.

1.23. Common Expenses, District

“District Common Expenses” means the portion of the Common Expenses that is common to the Dwellings in an Assessment District but fewer than all the Dwellings in the Project.

1.24. Control Period

“Control Period” means the Declarant’s period of administrative control over the Association.

1.25. Corporation

“Corporation” means the Association.

1.26. County

“County” means the county or counties in which the Project is physically situated.

1.27. Declarant

“Declarant” shall mean **Castle Creek Homes, LLC**, a Utah entity, and its successors or assigns.

1.28. Declaration

“Declaration” means this document, including all covenants, conditions, and restrictions as contained herein, as it may be amended or restated from time to time and as duly recorded in the recorder’s office of the County.

1.29. Dwelling

“Dwelling” means a Single-Family Unit or a Townhome Unit as the case may be.

1.30. Family

“Family” has the same meaning ascribed by the applicable City, County, or other applicable zoning code related to occupants of residential housing, as such code may be amended from time to time.

1.31. Fine

“Fine” means a monetary amount assessed for a violation of the Governing Documents in the form of an Individual Assessment.

1.32. Fund, Capital

“Capital Fund” means money or other highly liquid assets set aside for funding a Capital Improvement to the Project, but not for operating expenses, maintenance or repair expenses, or projects intended to be funded by the Reserve Fund. Capital Funds shall be maintained in an account separate from other Association funds.

1.33. Fund, Insurance

“Insurance Fund” means money set aside in an amount equal to the amount of the Association’s property insurance policy deductible or, if the deductible exceeds ten thousand US Dollars (\$10,000), an amount not less than ten thousand US Dollars (\$10,000), as required by § 57-8a-405(8) of the Association Act.

1.34. Fund, Reserve

“Reserve Fund” means money or other highly liquid assets set aside for costs of repairing, replacing, and restoring common areas and facilities that have a useful life of three (3) years or more and a remaining useful life of less than 30 years, as required by § 57-8a-211 of the Association Act, but not for operating expenses, ordinary maintenance expenses, or Capital Improvements.

1.35. Good Standing

“Good Standing” means: (a) free of any delinquent assessments, fines, or other amounts owed to the Association; and (b) free of any unresolved violations of the Governing Documents for which written notice has been issued by the Association. A Member is in Good Standing only if all of the Owner(s) and Resident(s) of the Member’s Dwelling are in Good Standing and if the Member’s Dwelling itself is in Good Standing.

1.36. Governing Documents

“Governing Documents” means this Declaration and the Plat, Articles of Incorporation, Bylaws, Resolutions, Rules, and any written decisions of the Association made pursuant to such documents.

1.37. Improvement

“Improvement” means a structure or appurtenance of the Project. Such Improvements include but are not limited to buildings, Dwellings, roads, walkways, parking areas, driveways, sports courts, walls, curbs, garages, storage buildings, fences, lighting, playgrounds, landscaping, pools, and any other amenities, facilities, utilities, systems, installed components, and any appurtenances to any of the foregoing.

1.38. Improvement, Capital

“Capital Improvement” means any new Improvement and any significant expansion or enhancement of any existing Improvement with a useful life of three (3) years or more, but does not mean maintenance, repair, or replacement of an existing Improvement.

1.39. Indemnitees

“Indemnitees” means the Association’s past and present Board members, officers, Members, committee members, volunteers, employees, agents, trustees, Residents, and Managers, and the past and present directors, officers, members, and employees of such Managers.

1.40. Land

“Land” means the one or more parcels of land of all phases and portions of the Project as described in the Plat.

1.41. Living Area

“Living Area” means the habitable interior area of a Dwelling but, unless otherwise permitted by the applicable government authority, does not include any area in, or structure of or associated with, a Dwelling that upon construction was intended primarily for use as a storage space, including a garage; such area or structure may not be used by any individual as Living Area.

1.42. Lot

“Lot” shall mean any numbered building lot shown on the Plat that is intended to have at least one Dwelling constructed thereon.

1.43. Majority

“Majority” means at least fifty-one percent (51%).

1.44. Manager

“Manager” shall mean any Person engaged by the Board to manage all or part of the Association including the Common Area and Limited Common Area. Acts of a Manager in the performance of its duties as such shall be considered the acts of the Board.

1.45. Member

“Member” means the Owner of a Dwelling or, if multiple Owners, all such Owners taken together, such that there is a single Member per Dwelling and such that notice given to any one such Owner shall be considered notice given to the Member and all such Owners.

1.46. Owner

“Owner” means a Person holding a Present Ownership Interest in a Dwelling. *See also* Attorney-in-Fact and Owner Representative. Notwithstanding the foregoing, if a Dwelling is subject to an executed purchase contract, the purchaser as opposed to the seller shall be considered the Owner upon presentation of a copy of the contract (even with reasonable redactions) to the Board or Manager.

1.47. Owner Representative

“Owner Representative” means a director, officer, member, manager, trustee, or other authorized representative of an Owner that is a legal entity, as such Owner shall appoint from time to time. Anything contrary notwithstanding, an Owner Representative shall be considered an Owner for purposes of all notices, meetings, proxies, votes, and eligibility requirements described in the Governing Documents.

1.48. Painting

“Painting” means the coating or coloring of one or more surfaces with paint, stain, tint, or other colorant.

1.49. Party Wall

“Party Wall” means any portion of a wall (including a foundation wall), ceiling, or floor, including those of an attached garage or the like, that is shared by and located on a dividing line between at least two adjoining Dwellings or between a Dwelling and a portion of a building owned by the Association, which portion shall be considered a Dwelling for purposes of Party Walls.

1.50. Person

“Person” means an individual, corporation, partnership, association, trustee, or other legal entity.

1.51. Plat

“Plat” means the one or more plat maps of all phases and portions of the Project as such plats are or may be duly recorded from time to time in the recorder’s office of the County. The Plat is attached to this Declaration as **Exhibit “A”** below.

1.52. Present Ownership Interest

“Present Ownership Interest” means, with respect to a Dwelling, (a) a fee simple interest; (b) a joint tenancy, tenancy in common, or tenancy by the entirety; (c) an interest of a tenant shareholder in a cooperative; (d) a life estate; or (e) a beneficiary of trust. Notwithstanding the foregoing, a Present Ownership Interest shall not include a party that holds a security interest in the Dwelling such as held under a mortgage, deed of trust, or similar instrument.

1.53. Project

“Project” means all phases of **Village at the Bluff** as described and illustrated on the Plat including the Land, Lots, Dwellings, Common Area, Limited Common Area, buildings, facilities, structures, appurtenances, Improvements, rights, easements, and articles of personal property intended for use in connection therewith.

1.54. Resident

“Resident” means any natural person residing in a Dwelling, including without limitation Owners, tenants, family members of Owners or tenants, and their guests staying more than a week.

1.55. Reserve Study

“Reserve Study” means an analysis consistent with the minimum requirements of § 57-8a-211 of the Association Act that is performed by a competent third-party provider experienced in conducting such analyses and that includes a recommended reserve allocation amount for 100% funding of the Reserve Fund.

1.56. Resolution

“Resolution” means a formal written document of the Association in its capacity as a nonprofit corporation that describes an action(s) taken by the Board or the membership of the Association. A Resolution is operable under the Nonprofit Act and is superior to and takes precedence over a Rule but is void to the extent it conflicts with applicable law, this Declaration, the Articles of Incorporation, or the Bylaws.

1.57. Rule

“Rule” means a duly-adopted rule, regulation, policy, procedure, or the like, but not a Resolution, established by the Board for the purpose of the operation, administration, control, or regulation of the Association.

1.58. Unit, Attached

“Attached Unit” means a single residence that is designed or constructed to be physically attached to at least one other residence by a Party Wall. Further, for purposes of the Association Act, “Attached Unit” also means “attached dwelling” as that term is used in the Association Act.

1.59. Unit, Detached

“Detached Unit” means a single residence that is not an Attached Unit. Further, for purposes of the Association Act, “Detached Unit” also means “detached dwelling” as that term is used in the Association Act.

1.60. Unit, Single-Family

“Single-Family Unit” means: (1) a Detached Unit and the Lot upon which it is constructed; (2) all rights and easements appurtenant to the Detached Unit; (3) the Lot itself until the Detached Unit is constructed; and (4) any Improvements constructed on the Lot that appertain exclusively to the Detached Unit or the Lot.

1.61. Unit, Townhome

“Townhome Unit” means: (1) an Attached Unit that is constructed as part of a building that includes multiple Attached Units; (2) the Lot upon which the Townhome Unit is constructed; (3) the Lot itself until the Townhome Unit is constructed; and (4) any Improvements constructed on the Lot that appertain exclusively to the Townhome Unit or the Lot.

2. HOMEOWNERS ASSOCIATION

2.1. Organization

The Association is or shall be organized as a Utah nonprofit corporation under, and is subject to, the Nonprofit Act, and is also subject to the Association Act. No portions of the Project are governed by the Utah Condominium Ownership Act. The Association is not a cooperative.

2.2. Registration

The Board shall cause the Association to be timely registered in the Utah Department of Commerce Homeowner Associations Registry, and shall cause such registration to be timely updated, in accordance with § 57-8a-105 of the Association Act.

2.3. Power of Sale

In compliance with § 57-8a-212(j) of the Association Act, The Declarant hereby conveys and warrants pursuant to Utah Code §§ 57-1-20 and 57-8a-302 to **Isaac James, Attorney at Richards Law, PC, 4141 South Highland Drive, Ste. 225, Salt Lake City, Utah 84124**, with power of sale, the lot and all improvements to the lot for the purpose of securing payment of assessments under the terms of the declaration.

2.4. Duties, Powers, and Obligations

The Association shall have, exercise, and perform all of the duties, powers, and obligations granted to it under the Nonprofit Act, the Association Act, other applicable law, this Declaration, the Articles of Incorporation, and the Bylaws. Notwithstanding any of the foregoing, the powers of the Association, exercised through its Board or Members or otherwise, shall be limited and restricted as provided herein.

In general, it is the intent of this Declaration that the Association shall have all duties and powers reasonably necessary to regulate and operate the Common Area, the Limited Common Area, and the Project as a whole for the use, enjoyment, and benefit of the Owners and Residents and their guests and invitees, and to regulate and operate in a manner that makes the Common Area, Limited Common Area, and Project as a whole reasonably safe for such Persons. Notwithstanding the foregoing, and except as otherwise provided herein, the duties and powers of the Association shall not include, and it is restricted from, regulating or otherwise controlling the health, safety, and welfare of such Persons or any other individual(s) or that of the Association membership as a whole for any purpose whatsoever.

2.5. Powers Limitations & Restrictions

In addition to any other limitations in applicable law, this Declaration, the Articles of Incorporation, or the Bylaws, the powers of the Association, whether exercised through its Board or

Members or otherwise, shall be restricted as follows. Any exercise of power by the Association in violation of any such restrictions shall be entirely void and unenforceable. The Association shall be liable at law and in equity for any violation of such limitations and restrictions, and for reasonable attorney fees and costs in relation to such violations.

2.5.1. Wetlands Preserve Area

The Association is subject to a certain **Declaration of Restrictions recorded in the David County Recorder's Office on February 4, 2021, as Entry No. 3344959, Book No. 7690, Page 1816** (the "Preserve Area Restrictions") regarding a wildlife habitat and a wetlands preserve area (the "Preserve Area") that exists on the Land and within the Project. The Preserve Area Restrictions are attached to this Declaration as **Exhibit "D"** below.

The Association and its Members and Residents and, to the greatest extent allowed by law, their guests and invitees and all other Persons who enter upon the Project shall be subject to the Preserve Area Restrictions, including its exhibits A through D, which are hereby incorporated in their entirety into this Declaration. Each such Person shall be responsible to seek out, obtain, read, understand, and comply with all applicable provisions of the Preserve Area Restrictions; any violation of the Preserve Area Restrictions shall constitute a violation of this Declaration.

The Board shall have a duty to, in good faith, comply with, carry out, and enforce Exhibit D—Open Space Operations and Management Plan of the Preserve Area Restrictions at the expense of the Association. Consistent with the Preserve Area Restrictions and this Declaration, the Board shall have the power to establish uniform Rules for compliance with, carrying out, and enforcing such restrictions.

2.5.2. Inconsistent Actions

Except as provided in the Nonprofit Act, the Association Act, or other applicable law, the Association, whether through its Board or otherwise, shall not act or fail to act in a manner that is inconsistent with the provisions of this Declaration, the Articles of Incorporation, or the Bylaws.

2.5.3. Conflicting Rules

The Association shall not establish any Rule or Resolution that conflicts with the Nonprofit Act, the Association Act, other applicable law, this Declaration, the Articles of Incorporation, or the Bylaws; any Rule or Resolution that conflicts in any manner with any of the foregoing shall be entirely void and unenforceable.

2.5.4. Owner Easements

Except as otherwise provided in applicable law, this Declaration, the Articles of Incorporation, or the Bylaws, or for purposes of reasonable maintenance or repairs or the like, the Association shall not limit or restrict an Owner's right and easement of use and enjoyment of the Common Area or of the Limited Common Area that appertains to that Owner's Dwelling. Notwithstanding the foregoing, and except for purposes of reasonable maintenance or repairs or the like, the Association shall not restrict or limit access to

Dwellings via Common Area or Limited Common Area streets, sidewalks, driveways, parking areas, and the like.

Notwithstanding anything to the contrary in the Governing Documents, the Association shall have the right and power to temporarily close to its membership: (1) any portion of the Common Area for purposes of maintenance or repairs or the like; and (2) any of the Amenities, or any portion thereof, for purposes including but not limited to cleaning, reservations, inclement weather, hazardous conditions, and compliance with governmental regulations and the like.

2.5.5. Personal Property

Except as otherwise provided in this Declaration, the Association shall not interfere with, limit, or restrict personal property that may be kept at, and transported to and from, a Dwelling; nor shall the Association discriminate in any manner whatsoever against any Person in relation to their personal property or that of any other Person(s).

2.5.6. Religion

Except as otherwise provided in this Declaration, the Association shall not interfere with, limit, or restrict any individual's free exercise of religion; nor shall the Association discriminate in any manner whatsoever against any Person in relation to the free exercise of religion; nor shall religion or the free exercise thereof be a subject or condition of any Rule or Resolution.

2.5.7. Speech

Except as otherwise provided in this Declaration, the Articles of Incorporation, or the Bylaws, the Association shall not interfere with, limit, or restrict any Person's right of free speech; nor shall the Association discriminate in any manner whatsoever against any Person in relation to free speech.

2.5.8. Assembly

Except as otherwise provided in this Declaration, the Association shall not interfere with, limit, or restrict any Owner's or Resident's right to peaceably assemble at a Dwelling, virtually, or outside the Project, including with his or her guests and invitees; nor shall the Association discriminate in any manner whatsoever against any Person in relation to peaceably assembling at a Dwelling, virtually, or outside the Project.

2.5.9. Association

Except as otherwise provided in this Declaration, the Association shall not interfere with, limit, or restrict a Person's right to associate or the Person's right to privacy in relation thereto; nor shall the Association discriminate in any manner whatsoever against any Person in relation to the right to associate or the right to privacy in relation thereto; nor shall the right to associate or the right to privacy in relation thereto be a subject or condition of any Rule or Resolution.

2.5.10. Arms

The Association shall not interfere with, limit, or restrict an individual's right to keep, bear, and lawfully use arms (including firearms, ammunition, and appurtenances to arms); nor shall the Association discriminate in any manner whatsoever against any individual in relation to the right to keep, bear, and lawfully use arms; nor shall the right to keep, bear, and lawfully use arms be a subject or condition of any Rule or Resolution.

2.5.11. Dwellings

Except as otherwise provided in applicable law, this Declaration, or the Bylaws, the Association and its Board members, officers, committee members, volunteers, agents, employees, and contractors shall have no right to enter into or onto, or to make use of, a Dwelling without the express permission of its Owner.

2.5.12. Working from Home

Except as otherwise provided in this Declaration, the Association shall not interfere with, limit, or restrict any Resident's right to work from home at his or her Dwelling; nor shall the Association discriminate in any manner whatsoever against any individual in relation to working from home; nor shall working from home or not working from home be a subject or condition of any Rule or Resolution. As used herein, "working from home" means working from home for or on behalf of a company rather than working at an office, facility, or other location of the company.

2.5.13. Fines and Punishments

The Association shall not impose excessive fines or inflict cruel and unusual punishments, nor shall fines be imposed for violations unless supported by reasonable oath or affirmation. Notwithstanding the foregoing, the Association may impose fines and limit the use of Common Area and Limited Common Area as provided in this Declaration, the Bylaws, and the Association Act.

2.5.14. Household Composition

Except as otherwise provided in applicable law or this Declaration, the Association shall not interfere with, limit, or restrict the right of Owners or Residents to determine the composition of their households; nor shall the Association discriminate in any manner whatsoever against any Person in relation to household composition.

2.5.15. Privacy

Except as otherwise provided in applicable law, this Declaration, the Articles of Incorporation, or the Bylaws, the Association shall not violate the right of Persons to privacy and to be secure in their persons, vehicles, houses, and papers and effects (whether electronic or otherwise), against unreasonable searches and seizures.

Except as otherwise provided in this Declaration, the Association shall not have the power to require any individual to obtain or to not obtain any type of medical treatment, procedure, condition, or the like, including but not limited to any vaccination, or to provide

any information regarding the foregoing, or to provide, disclose, or utilize any evidence or verification thereof, for any purpose whatsoever; nor shall the Association discriminate in any manner whatsoever against any Person in relation to an individual(s) obtaining, providing, disclosing, or utilizing the same or not obtaining, providing, disclosing, or utilizing the same; nor shall any of the foregoing or anything in relation thereto be a subject or condition of any Rule or Resolution.

Except as otherwise provided in this Declaration, the Association shall not have the power to require any individual to utilize or to not utilize any medical device or health-related device for any purpose whatsoever, including but not limited to face coverings, or to provide, disclose, or utilize any evidence or verification thereof; nor shall the Association discriminate in any manner whatsoever against any Person in relation to an individual(s) utilizing, providing, or disclosing the same or not utilizing, providing, or disclosing the same; nor shall any of the foregoing or anything in relation thereto be a subject or condition of any Rule or Resolution.

Except as otherwise provided in this Declaration, the Association shall not have the power to require any individual to provide or disclose any health-related information; nor shall the Association discriminate in any manner whatsoever against any Person in relation to the health-related information, or lack thereof, of an individual(s); nor shall the Association collect or maintain any such information without the written approval of the individual (or their parent or legal representative) to whom such information pertains and subject to that individual's ability to withdraw such approval in writing at any time; nor shall any of the foregoing or anything in relation thereto be a subject or condition of any Rule or Resolution.

2.6. Membership

Membership in the Association is appurtenant to each Dwelling; the Owner(s) of a Dwelling shall at all times be a Member of the Association so long as such Owner(s) holds a Present Ownership Interest in the Dwelling. An Owner's membership shall automatically terminate when the Owner(s) ceases to hold a Present Ownership Interest in the Dwelling and, upon transfer of such interest, the new Owner(s) succeeding to such interest shall likewise succeed to membership in the Association.

If more than one Person holds a Present Ownership Interest in a Dwelling, the membership appurtenant to that Dwelling shall be shared by all such Persons in the same proportion in which such interests are held.

2.7. Contact Information

Upon becoming an Owner or a Resident, and upon reasonable request of the Association, each Owner and Resident shall provide the Association with at least the following contact information: (1) their full legal name and, if a legal entity, the State in which it was formed; (2) the address of their primary residence or, if a legal entity, the address of its primary office; (3) the address of the Dwelling by which they are an Owner or Resident; (4) their email address; (5) and their telephone number. Regardless of any waiver of notice provided to the Association, it shall be the continuous duty of each Owner and Resident to keep their contact information current with the

Association. Owners and Residents that fail to keep their contact information current with the Association, whether or not they reside within the physical boundaries of the Project, shall be deemed not in Good Standing and in violation of this Declaration.

3. VOTING RIGHTS

The Association shall have two classes of voting membership; however, all votes shall be equal and counted as such, except where voting by separate class may otherwise be provided in the Articles of Incorporation, Bylaws, or in this Declaration.

3.1. Class A Members

Class A Members shall be Owners with the exception of the Declarant during the entire period when the Declarant is a Class B Member. Each Class A Member shall be entitled to one (1) vote for each Dwelling that Member owns. When more than one (1) Person owns a Dwelling, the vote for such Dwelling may be cast as they shall determine, but in no event will fractional voting be allowed. Fractionalized or split votes shall be disregarded.

3.2. Class B Members

The sole Class B Member shall be the Declarant, who shall be entitled to ten (10) votes for each Lot and Dwelling owned or controlled by the Declarant. The Class B Member shall cease and be converted automatically to a Class A Member on the first to occur of the following events: (1) one (1) year after the conveyance to a new Class A Member of the last Dwelling owned or controlled by the Declarant; or (2) the day the Declarant, after giving written notice to the Members, records an instrument voluntarily surrendering all rights to control activities of the Association in accordance with § 57-8a-502 of the Association Act, thus terminating the Control Period as of the date such notice is duly recorded in the recorder's office of the County.

3.3. One Vote per Dwelling

Notwithstanding anything to the contrary, in the event there is more than one Owner of a particular Dwelling, the vote relating to such Dwelling shall be exercised as such Owners may determine among themselves; but in no event shall more than one (1) Class A vote be cast with respect to any Dwelling. A vote cast at any meeting or by written ballot by any one (1) of a Dwelling's Owners, whether cast in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Dwelling; if more than one (1) vote is cast for the Dwelling then all such votes shall be disregarded completely.

4. OWNERSHIP AND EASEMENTS

All easements described in this Declaration shall run with the land to which they are appurtenant.

4.1. Common Area

The Association owns all the Common Area.

Common Area shall include all areas designated as such on the Plat; notwithstanding the foregoing, certain areas designated as Common Area on the Plat may be designated as Limited

Common Area herein with such designations herein controlling.

Each Owner shall have, in common with all other Owners, a nonexclusive right and easement of use and enjoyment in and to the Common Area. Such right and easement shall be appurtenant to and shall pass with title to each Dwelling and in no event shall be separated therefrom, or encumbered, pledged, assigned, or otherwise alienated by an Owner. Any Owner may temporarily delegate such rights and easements to any and all Resident(s) of the Owner's Dwelling. Notwithstanding the foregoing, such rights and easements common to all Owners, delegated or otherwise, shall be limited as provided in this Declaration and, to the extent permitted by the Declaration, subject to all Resolutions and Rules duly established.

4.2. Limited Common Area

The Association owns all Limited Common Area.

Limited Common Area shall include all areas designated as such on the Plat; notwithstanding the foregoing, certain areas designated as Common Area on the Plat may be designated as Limited Common Area herein with such designations herein controlling.

Each Owner(s) shall have a nonexclusive right and easement of use and enjoyment in and to the Limited Common Area that is exclusively appurtenant to its Dwellings, and shall also have an exclusive right and easement of use and enjoyment in and to the Limited Common Area that is appurtenant to the Owner's Dwelling and one or more but not all Dwellings, with such right and easement held in common with the Owners of such Dwellings. Such rights and easements shall be appurtenant to and shall pass with title to each Dwelling and in no event shall be separated therefrom, or encumbered, pledged, assigned, or otherwise alienated by an Owner. Any Owner may temporarily delegate such rights and easements to any and all Resident(s) of the Owner's Dwelling. Notwithstanding the foregoing, such rights and easements common to one or more but not all Owners, delegated or otherwise, shall be limited as provided in this Declaration and, to the extent permitted by the Declaration, subject to all Resolutions and Rules duly established.

4.3. Dwellings

A Dwelling is owned by its Owner(s). The Association may own a Dwelling(s).

The Association shall have a perpetual nonexclusive easement in and to each Dwelling for purposes of: (1) reasonable access to and installation, inspection, maintenance, repair, replacement, and improvement of Common Area, Limited Common Area, and other property owned by the Association or for which it has an operation or maintenance or repair obligation, but only to the extent that such Common Area, Limited Common Area, or other property is located within or is only reasonably accessible from within a Dwelling; (2) mitigation of emergency conditions impacting or imminently threatening to impact Common Area, Limited Common Area, or other Dwellings; and (3) maintenance and repair of the exterior components of all Attached Units and all other Dwellings for which the Association has an exterior maintenance and repair obligation, which easement shall be considered an "ownership interest" as that term is used in the Association Act, albeit a nonpossessory ownership interest that is limited to the purposes of the easement and for purposes of the Association Act.

4.4. Utility Easements

In addition to other easements granted in favor of the Association and other easements shown on the Plat, Attached Units and the Lots of Detached Units are hereby made subject to nonexclusive utility easements in favor of the Association for reasonable access to and installation, inspection, maintenance, repair, replacement, and improvement of utilities that run through, across, under, or over such Attached Units and Lots, including but not limited to electrical, gas, water, sewer, drainage, phone, cable, satellite, and internet.

Further, the Association shall have the right to grant such utility easements to any governmental, quasi-governmental entity, or utility provided, however, that such easements must be used in a manner that does not unreasonably interfere with the Association, the Dwellings, the easements of the Owners in, or the Owners' and Residents' right of use and enjoyment of, the Common Area and Limited Common Area. By accepting a deed to a Dwelling, each Owner expressly consents to such utility easements and authorizes and appoints the Association as its attorney-in-fact to execute any and all instruments conveying or creating such easements.

4.5. Encroachment Easements

An nonexclusive encroachment easement is hereby granted in favor of the Association for purposes of encroachment and the maintenance of such encroachment in the event that any Common Area, Limited Common Area, or Improvement of the Association unintentionally encroaches at any time on a Dwelling either due to the manner of its construction or due to settling, shifting, repair, restoration, alteration, or replacement; such an encroachment easement shall continue for the duration of the encroachment. An equivalent easement is hereby granted in favor of the Owner(s) of a Dwelling for the same purposes in the event that the Dwelling unintentionally encroaches at any time on Common Area or Limited Common Area due to the same causes; and for the same duration. Such encroachment easements shall run with the land to which they are appurtenant.

An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

4.6. Party Wall Easements

Each Owner grants to all other Owners of adjoining Dwellings a party wall easement over and upon its Lot and/or Dwelling as the case may require for purposes of the inspection, maintenance, repair, and replacement of Party Walls and shared roofs. Such party wall easements shall run with the land to which they are appurtenant.

4.7. Easement Limitations

An Owner's right and easement of use and enjoyment in the Common Area, delegated or not, shall be subject to the following limitations:

4.7.1. Association Rules

The right of the Association to establish Rules that govern the use of the Common Area;

4.7.2. Suspension of Rights

The right of the Association to suspend an Owner's and/or Resident's rights to use the Common Area for any period of time during which and of the Owners, Residents, or the Dwelling is in violation of any provision of the Governing Documents or delinquent in any amount due to the Association; notwithstanding the foregoing, the right to access a Dwelling via Common Area and Limited Common Area streets, sidewalks, and the like, and to obtain utilities and other public services at the Dwelling, shall not be suspended.

4.7.3. Government Access

The right of governmental and quasi-governmental entities and utilities that have jurisdiction over the Project to access and use the Common Area for purposes including but not limited to providing police and fire protection, transporting school children, installing and maintaining utilities, and providing any other governmental or municipal service.

4.7.4. Dedication or Conveyance

The right of the Association to dedicate or convey in accordance with applicable law any portion of the Common Area or Limited Common Area for such purposes and subject to such conditions as may be agreed by a vote of the Members representing at least sixty-seven percent (67%) of the Dwellings and, in addition, the dedication or conveyance by the Association of any Limited Common Area shall require the written agreement of the Members representing all Dwellings to which such Limited Common Area is appurtenant, but only to the extent that such dedication or conveyance materially limits the use and enjoyment in and to such Limited Common Area.

4.7.5. Views

Views from Dwellings are not assured or guaranteed in any way, and there is no warranty concerning the preservation of any view or view plane from a Dwelling or the Project. There are and will not be any view easements or view rights appurtenant to any Dwelling. The Association shall have the right to add trees, landscaping, and other Improvements throughout the Project without being subject to maintaining any Owner's view.

4.8. Damage from Easement Use

Damage of any kind to the Common Area or Limited Common Area, or to any Dwelling, caused directly or indirectly in relation to the use of an easement granted under this Declaration shall be promptly and completely restored by and at the expense of the Person holding the easement.

4.9. Irrigation Water Shares

Except as otherwise provided in a valid trust document or other agreement, any water shares in a water association or the like used or intended to be used by the Association for irrigation of its landscaping that were or are transferred in relation to the development of the Project to a party, including the City or County or other governmental or regulatory entity or utility, other than the Association shall be considered held in irrevocable trust with the Association being the beneficiary and the equitable shareholder or the like, such party being the trustee and the legal shareholder, and

the Declarant or, as the Declarant's agent, the other Person(s) holding title to such water shares prior to such transfer being the settlor(s). This irrevocable trust shall exist regardless of whether or not any issued stock certificate evidences the trust or identifies the shareholder as a trustee; it shall be the duty of the trustee to act as such regardless.

The terms of this irrevocable trust hereby include: (1) a spendthrift provision which restrains both voluntary and involuntary transfer or encumbrance of the beneficiary's interest; (2) a duty of the trustee to timely pay any shareholder assessments or the like in relation to the water shares; (3) a right of the trustee to be reimbursed, without markup, by the beneficiary for such paid shareholder assessments; (4) a right of the trustee to be paid a reasonable and minimal administration fee by the beneficiary; (5) except as otherwise agreed in writing between the beneficiary and the trustee, a duty of the trustee to maintain the means by which the Association accesses water in relation to the water shares at the Project; (6) a right of the trustee to be reimbursed, without markup, by the beneficiary for the reasonable expenses of trustee for such maintenance; (7) all other duties typically owed by a trustee, including a duty to represent and vigorously pursue the interests of the beneficiary; (8) a right of the beneficiary to appoint a substitute or replacement trustee at its discretion and without suit; (9) upon dissolution of the Association, the Owner(s) of each Dwelling shall become a beneficiary under this trust with a fraction of the total equitable ownership in the trust property and the same fraction of the total beneficiary obligations under this trust, such fraction being computed as the irrigable acreage of the Lot (if any) appurtenant to the Dwelling relative to the irrigable acreage of the total Land, if such fraction is greater than zero; and (10) equitable ownership of the trust property, or of each fractional portion of the trust property as applicable, shall run with the land to which it is appurtenant.

5. OPERATION AND MAINTENANCE

5.1. Common Area

The Association shall have the right and obligation to operate and maintain the Common Area and shall furnish and be solely responsible for, at the Association's own expense, all of the care, inspection, maintenance, repair, and replacement of the Common Area. Notwithstanding the foregoing, Owners and Residents shall, with respect to their own use of the Common Area and that of their children, guests, and invitees, be obligated to keep it neat, clean, free of hazards, and free of interference with the maintenance obligations of the Association.

Except as otherwise provided in this Declaration, the Common Area includes but is not limited to: (1) streets, sidewalks, and parking areas; (2) fencing, including perimeter fencing of the Project; (3) street lights; (4) community mailboxes; (5) utility lines and infrastructure that serve more than one (1) Dwelling and that are not maintained by the City or County; (6) landscaping and irrigation systems; and (7) Amenities.

5.1.1. Assessment Districts

Common Area that serves only one or more Assessment Districts but not all Assessment Districts shall be considered the Limited Common Area of such Assessment Districts for purposes of budgeting the Association's maintenance obligations and for any Special Assessments and other assessments that are related solely to such Assessment

Districts. Such Common Area may include but is not limited to: (1) streets, sidewalks, and parking areas; (2) fencing, including perimeter fencing of the Project; (3) street lights; (4) community mailboxes; (5) utility lines and infrastructure that serve more than one (1) Dwelling and that are not maintained by the City or County; (6) landscaping and irrigation systems; and (7) Amenities, but only to the extent that the foregoing serve only one or more Assessment Districts but not all Assessment Districts.

5.2. Limited Common Area

Except as otherwise provided in applicable law or this Declaration, the Association shall have the right and obligation to operate and maintain the Limited Common Area and shall furnish and be solely responsible for, at the Association's own expense, all of the care, inspection, maintenance, repair, and replacement of the Limited Common Area.

Notwithstanding the foregoing, Owners and Residents shall be responsible to keep Limited Common Area appurtenant to their Dwellings neat, clean, free of hazards, and free of interference with the maintenance obligations of the Association.

Except as otherwise provided in this Declaration, the Limited Common Area appurtenant to Attached Units includes but is not limited to: (1) walkways, patios, porches, concrete pads, and driveways; and (2) patio fencing and related gates.

Except as otherwise provided in this Declaration, the following shall be considered Limited Common Area that is appurtenant to a Dwelling: (A) each parking stall or parking structure that is not attached to the Dwelling but that is first made appurtenant to the Dwelling by the Declarant or that is later exchanged for a different detached parking stall or detached parking structure in accordance with a Rule duly established to provide for such exchanges, but only with the written agreement of the Owner's involved.

5.3. Dwellings

Except as otherwise provided in applicable law or this Declaration, and except for the exceptions below with respect to Attached Units, the Owner of a Dwelling shall, incidental to ownership, have the right to improve and remodel, and the right and obligation to maintain, the Dwelling and shall furnish and be solely responsible for, at the Owner's own expense, all of the care, inspection, maintenance, repair, and replacement of the Dwelling and all its components, including its weather barriers, weather seals, weatherproofing, and the like.

5.3.1. Townhome Units

As an exception to an Owners' rights and obligations to maintain their Dwellings, the Association shall be solely responsible for, at its own expense, the maintenance, repair, and replacement of the exterior portions of each Townhome Unit except for the following exterior components for which the Owners shall be responsible: consumable items; exterior glass; skylights; screens and the like; windows and window frames and bucks; window wells and their contents both within and below; doors and door frames and bucks, garage doors and floors; foundation walls, slabs, and related structures and components that are installed substantially below grade; and utility equipment, lines, conduits, and the like, or any portion thereof, that serve only one Dwelling and that are not physically located within or under any

other Dwelling. Notwithstanding the foregoing exceptions, the Association shall be responsible for the exterior Painting of doors and windows and, as applicable, their frames.

Excluding the foregoing exceptions, exterior portions of a Townhome Unit for which the Association has a maintenance obligation shall include, to the extent above grade: exterior wall siding, stucco, stone, brick, trim, vents, and the like; roof shingles, underlayment, sheathing, flashing, fascia, soffit, and vents; rain gutters and down spouts; exterior light fixtures and other exterior-mounted electrical fixtures and devices; exterior water spigots and hose bibs; and exterior shutters, awnings, and other originally-installed exterior components.

5.3.2. Exception Limits

The intent and purpose of the foregoing exceptions to Owner maintenance rights and obligations are to enable and obligate the Association to ensure: (1) timely maintenance, repair, and replacement of and to the above-grade exterior portions of Attached Units; and (2) consistency in color, style, quality, and other exterior characteristics of the Attached Units.

Notwithstanding anything to the contrary in the Governing Documents, the Association's maintenance obligation with respect to Attached Units is limited solely to reasonable maintenance, repair, and replacement in relation to ordinary wear and tear and useful life; notwithstanding the foregoing, the Association shall still be solely responsible to perform any needed maintenance, repair, and replacement in relation to wear and tear and useful life beyond what is ordinary, but the Owner(s) of an Attached Unit shall be responsible for all costs related to such, including administrative costs.

5.3.3. Construction Defects

The Association shall not be responsible for any construction defect in a Dwelling, or for any damage or harm caused by or in relation to such a defect; notwithstanding the foregoing, the Association shall still be solely responsible to perform any required maintenance, repair, and replacement to the above-grade exterior portions and characteristics of an Attached Unit in relation to such a defect, but the Owner(s) of the Attached Unit shall be responsible for all costs related to such, including administrative costs.

5.3.4. Weatherproofing

The Owner(s) of a Dwelling, whether an Attached Unit or a Detached Unit, shall be solely responsible for its weather barriers, weather seals, and weatherproofing. In the event any water in any form, or any other substance, enters a Dwelling by any means whatsoever from the outside and causes any kind of damage inside the Dwelling, the Owner(s) shall be responsible for any and all damage caused by or related to such entry, for any and all repairs necessitated as a result of such entry, and for any and all costs related in any way to such entry.

5.3.5. Exterior Alterations

Owners shall maintain their Dwellings in substantially the same condition and appearance that existed when such Dwellings were initially constructed; no subsequent exterior alterations or remodeling of a Dwelling is allowed without the advance written approval of the Board.

5.3.6. Fencing

No installation or alteration of fencing by Owners or Residents is allowed. Notwithstanding the foregoing, the Board shall have the power to establish uniform Rules for the installation or alteration of fencing appurtenant to a Dwelling whether on the Lot of a Dwelling or on Limited Common Area appurtenant to an Attached Unit. Such Rules shall require at least the following: (1) that the requesting Owner shall obtain the advance written approval of the Board; (2) uniform review and approval procedures applicable to all Dwellings in the Association or to all Dwellings within a particular Assessment District(s); (3) that new or altered fencing shall be consistent in color, style, character, and quality with existing fencing; (4) that the requesting Owner shall be responsible to have surveyed the position of legal boundary lines as applicable; (5) that the requesting Owner shall be responsible for all costs related to the request, including costs of any related modifications including but not limited to modifications to any landscaping, irrigation systems, Common Area, and Limited Common Area, and that the Association shall be responsible for making all such modifications to Common Area and Limited Common Area; and (6) that no Owner may materially alter existing Common Area fencing or install new fencing on Common Area.

Any alterations to existing fencing, and any new fencing, that is installed on Limited Common Area shall be the property of and be maintained by the Association.

Gates that provide access to otherwise inaccessible Common Area or Limited Common Area shall never be locked or otherwise blocked by an Owner or Resident; such gates shall always be enterable by the Association and its agents for the care, inspection, maintenance, repair, and replacement of the Common Area or Limited Common Area behind such gates.

Any fencing installed on a dividing line between two or more adjoining Dwellings shall be considered a Party Wall. Fencing around the perimeter of the Project, even if it adjoins a Lot, shall be Common Area.

5.3.7. Repairs by Association

No Owner shall permit its Dwelling to fall into a state of disrepair. In the event that an Owner permits any portion of its Dwelling to fall into a state of disrepair that is dangerous, unsafe, unsanitary, or unsightly, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within fifteen (15) days or other longer reasonable time. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Dwelling and take corrective action to abate the condition. All costs of abatement shall be assessed to the Dwelling and its Owner(s) that agrees to promptly pay

the reasonable costs of all work performed under this provision. In addition, each Owner hereby grants to the Association a lien on its Dwelling to secure payment of the assessment, which lien may be foreclosed at any time by the Association. Alternatively, without requiring foreclosure, the Association may seek collection of the assessment from the Owner(s) of the Dwelling.

5.4. Maintenance Caused by Owner

To the extent that an Owner or Resident, or their guest(s) or invitee(s), cause damage to the Common Area or Limited Common Area, all costs related to the cleaning, maintenance, repair, or the like of such damage, along with all related administrative and other costs, shall be assessed to the Owner or Resident. If the individual(s) that cause the damage is a non-Owner Resident of a Dwelling, or the guest or invitee of such Resident, the Owner of the Dwelling shall be jointly and severally liable for such assessments.

6. PARTY WALLS

6.1. General Rules of Law Apply

To the extent not inconsistent with the Association Act, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions in relation to Party Walls shall apply.

6.2. Maintenance of Party Walls

Each Dwelling that shares one or more Party Walls with another Dwelling(s) may also share other common elements, such as a common roof, common exterior walls, or other common exterior elements with an adjacent Dwelling(s). As such, certain maintenance and repairs to portions of Dwellings with Party Walls may become necessary that involve one or more adjacent Dwellings. Therefore, except as otherwise provided herein, maintenance, repair, and replacement of common roofs, common exterior walls, or other common exterior elements of such Dwellings shall be performed by the Association.

Notwithstanding the foregoing, the maintenance, repair, and replacement of fencing located on a dividing line between two or more adjoining Dwellings shall be performed by the Owners of the adjoining Dwellings, and all costs shall be shared between them in proportion to the relative lengths of their shared fencing that is being maintained, repaired, or replaced.

6.3. Destruction of Party Walls

If a Party Wall is destroyed or damaged by fire or other casualty, the Owners that share the Party Wall shall restore the same.

6.4. Cost Sharing for Party Walls

The costs related to the maintenance, repair, and replacement of a Party Wall shall be shared by the Owners who make use of the Party Wall in proportion to such use. Notwithstanding, costs related to repairing any damage beyond normal wear and tear to a Party Wall that is caused intentionally or otherwise by an Owner or its Resident, or the guest or invitee of either, shall be the responsibility of that Owner.

7. ARCHITECTURAL CONTROL

7.1. Architectural Committee

The Board may appoint a committee as provided in the Bylaws to serve as the Architectural Committee for purposes of overseeing exterior architectural characteristics of the Association. If not created, the Board shall function as the Architectural Committee. Except as otherwise provided in this Declaration, and consistent with the Association's architectural control standards, it shall be the duty of the Architectural Committee to oversee the external characteristics of Dwellings and the landscaping of the Lots in accordance with the Association's architectural control standards. Further, the Architectural Committee shall not be responsible for: (1) determining that any modification or plan conforms to applicable building codes, zoning ordinances, and other governmental or land-use regulations; (2) the content or accuracy of any plan, documents, specifications, or the like prepared by the applicant or by any architect, engineer, or other person; (3) any loss, damage, or failure due or related to, either directly or indirectly, any natural or man-made condition(s) that may exist; or (4) any failure of applicant or any other person to carry out work in accordance with plans.

Notwithstanding anything to the contrary in this Declaration or the Bylaws, the Architectural Committee may, but need not, be comprised of architects, engineers, or similar professionals, the Manager or any of its employees, or any other Person regardless of membership in the Association. Even so, the Board may have the final say in decisions made by the Architectural Committee.

7.2. Architectural Control Standards

Consistent with any architectural control standards in this Declaration, the Board may adopt additional architectural control standards in the form of Rules with respect to the external characteristics of Dwellings and the Lots (including landscaping) upon which they are constructed, including but not limited to such exterior characteristics as colors, materials, appearance, etc. Notwithstanding such Rules or the lack thereof, and except as otherwise provided in this Declaration, the Association's architectural control standards shall include maintaining such external characteristics materially consistent with their original construction unless otherwise approved for general application across the Association or an Assessment District(s) by a majority vote of the applicable Members.

Notwithstanding the foregoing, no Rule or other architectural control standard may be adopted or enforced with respect to the interior of a Dwelling or the landscaping of a Lot's fully-fenced backyard for which the Owner, as opposed to the Association, is responsible for the maintenance thereof.

7.3. Architectural Committee Approval

Prior to any material modification of the external characteristics of a Dwelling or to the landscaping of a Lot (except for the landscaping of a fully-fenced backyard for which the Owner as opposed to the Association is responsible for the maintenance thereof), an applicant shall submit written plans to the Architectural Committee for approval. Notwithstanding, only the Association (as opposed to Owners and Residents) has the right to modify Common Area and Limited Common Area.

The applicant must insure that plans submitted to the Architectural Committee are in conformance with all applicable building codes, zoning ordinances, and other applicable governmental or land-use regulations. The Architectural Committee shall have no liability to any applicant or other party for plans that are not in conformance with the foregoing, approved or otherwise. Corrections or changes in plans to bring them in to conformance must be approved by the Architectural Committee prior to modification.

The Architectural Committee shall review submitted plans and respond in writing to the applicant within thirty (30) days of submission with either: (1) an approval; (2) a variance that is described in detail in writing and acts as an approval; (3) a disapproval that includes the specific reasons for such that, if correctable, once corrected by the applicant will result in approval; or (4) a reasonable request for additional essential information. The decision of the Architectural Committee shall be based solely upon the provisions of this Declaration and any pre-existing and duly-adopted Rules that set forth the Association's architectural control standards; such decision shall not be based on or influenced by the personal preferences of any member of the Architectural Committee, the Board, or other party. It is the duty of the Architectural Committee to timely approve plans that reasonably comply with the Association's architectural control standards.

7.4. Board Oversight

The Board may at any time review and overturn in writing any action taken by the Architectural Committee. The Board may alternatively have the Architectural Committee operate strictly in an advisory capacity.

7.5. Noncompliance

If at any time the Board finds that a modification or other work done is not in substantial compliance with the Association's architectural control standards, approved plans, or was done without first obtaining approval, such shall be considered a violation to be removed or cured within thirty (30) days of written notice in accordance with applicable law or the provisions of the Bylaws for violation of this Declaration. If the Owner fails to remove or cure the noncompliance as required, or to enter into an agreement to remove or cure on a basis satisfactory to the Architectural Committee within the thirty (30) day period or any extension thereof as may be granted, the Board may, at its option, cause the noncomplying work to be removed or cured and the Owner shall reimburse the Association upon demand for all costs and expenses incurred, including collection costs and reasonable attorney fees and costs, such costs and expenses shall be considered an Individual Assessment, and the Association shall have a lien against the noncompliant Dwelling in the amount of all such costs and expenses.

7.6. Variances

The Architectural Committee may authorize a variance for compliance with any architectural control standard Rules when it determines that circumstances such as topography, natural obstruction, hardship, or cost, aesthetic, or environmental considerations justify such a variance. Notwithstanding the foregoing, no variance shall: (1) be effective unless in writing; (2) be contrary to this Declaration; or (3) prevent the Architectural Committee from denying a variance under similar circumstances.

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 aspect of the Governing Documents other than those specifically identified in the variance, nor shall it affect an Owner's obligation to comply with all applicable ordinances, laws, and other governmental regulations.

7.7. No Liability

The Architectural Committee shall not be liable to the applicant, the Association, or the Owners for any loss or damages cause in relation to its good faith actions or inactions, or its approval or disapproval or otherwise of a submitted plan. Each Owner shall have an equal right to enforce the Association's architectural control standards against every other Owner, and may seek independent redress if it believes the Architectural Committee has failed to act or acted improperly.

8. USE LIMITATIONS & RESTRICTIONS

8.1. Household Composition

Occupancy of a Dwelling shall be limited to a single Family.

8.2. Guest Use of Common Area

The Board shall have the power to establish Rules that place reasonable conditions and restrictions on the use of Common Area by guests of Residents or by guests of non-resident Owners, but only to the extent that such Rules apply uniformly to the guests of all Residents or to the guests of all non-resident Owners.

8.3. Rules and Governing Documents

No Owner or Resident or, to the greatest extent allowed by law, any other person who enters upon the Project shall violate the Rules as they may be adopted, amended, or restated from time to time; no Owner or Resident shall do or keep anything within the Project that is in violation of the Governing Documents. Owners and Residents shall be responsible to insure that their guests and invitees comply with all Rules and the Governing Documents.

8.4. Business Use

No business use or trade may be conducted from a Dwelling unless: (1) the business use or trade is not readily apparent by sight, sound, or smell from outside the Dwelling other than for reasonable ingress and egress to and from the Dwelling and Project; and (2) the business use or trade does not constitute a nuisance, a hazardous or offensive use, or threaten the security or safety of the Project or the Residents thereof. Notwithstanding the foregoing, for purposes of this restriction a business use or trade shall not include: (3) working from home; (4) garage and yard sales; and (5) leasing or renting a Dwelling.

8.5. Garage Sales

The Board shall have the power to establish Rules to allow and to that place reasonable conditions and restrictions on garage sales and yard sales within the Project. Absent such Rules, garage sales and yard sales are prohibited. Notwithstanding the foregoing, other limitations and restrictions provided in this Declaration, the Article of Incorporation, or the Bylaws, such as those

regarding parking, signs, nuisance, and other topics are not subject to such rulemaking.

8.6. Subdivision or Timeshare

Except for a parcel(s) of land that is part of an expansion of the Project, no Lot shall be subdivided, partitioned, or in any manner split into physical tracts or parcels smaller than the whole Lot as shown on the Plat; nor shall any Lot be combined with one or more other Lots into a physical tract or parcel larger than the whole Lot as shown on the Plat; nor shall any Lot or Dwelling be established or used as a timeshare.

8.7. Fireworks

The Board shall have the power to establish Rules that place reasonable conditions and restrictions on the use of fireworks within the Project, including prohibiting fireworks entirely within the Project. Notwithstanding the foregoing, the use of illegal fireworks and incendiary devices as defined by Utah Code § 76-10-306 within the Project is strictly prohibited, as is the use of legal fireworks when such use is prohibited by a governmental or other regulatory authority that has jurisdiction over the Project.

8.8. Graffiti

The Board shall have the power to establish Rules that place reasonable conditions and restrictions on the graffiti within the Project, including prohibiting graffiti entirely within the Project. The term "graffiti" as used herein means drawings or inscriptions made with sidewalk chalk or other medium that readily washes away with water or is otherwise readily removable from any surface to which it is applied with minimal effort; graffiti in any other medium of that does not meet this definition is strictly prohibited within the Project.

8.9. Disorderly Activities and Conditions

Except as otherwise provided in this Declaration, the Articles of Incorporation, or the Bylaws, any activity that causes or creates disorderly, unsightly, or unkempt conditions that are visible from outside a Dwelling is prohibited, and all rubbish, debris, and unsightly materials or objects of any kind that are visible from outside a Dwelling shall not be allowed to accumulate and shall be removed from Lots, Dwellings, Common Area, and Limited Common Area. Such conditions include but are not limited to bicycles, toys, or other personal property left on Common Area or Limited Common Area or that otherwise interferes with the Association's maintenance and repair obligations.

8.10. Nuisance, Noise, and Quiet Hours

The term "nuisance" as used herein means anything that is injurious to health, indecent, offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property. Nuisances are prohibited within the Project, including in, on, or about the Common Area, Limited Common Area, and Dwellings. Nuisances include but are not limited to any condition brought about or activity carried out, illegal or otherwise, by an Owner or Resident or their guest or invitee, or by a Dwelling, that: (1) is noxious or offensive; (2) causes embarrassment, discomfort, annoyance, distress, or disturbance to any other Owners or Residents or their guests or invitees, particularly if law enforcement is called to restore order; (3) creates an

unreasonable amount of noise or traffic, especially after 10:00 pm and before 7:00 am; and (4) results in an unreasonable level of light or sound pollution, particularly that is out of character with the rest of the Project. The Board shall have the power to establish Rules consistent with this restriction in relation to nuisance, noise, and quiet hours within the Project.

8.11. Damage or Waste

No damage or waste shall be caused to the Common Area or Limited Common Area by any Owner or Resident or their guest or invitee.

8.12. Smoking

Smoking is prohibited in, on, and about the Common Area, Limited Common Area, and all Attached Units. Smoking is permitted in Detached Units only to the extent that smoke does not drift into the Common Area, Limited Common Area, Attached Units, or other Detached Units. The term "smoking" as used herein includes but is not limited to the carrying, burning, smoking, handling, or otherwise controlling of any tobacco, marijuana, vaping, or other similar product or device of any type whatsoever. If the Project includes any Attached Units, and as provided in § 57-81-218 of the Association Act, the Board shall have the power to establish Rules that prohibits smoking entirely within the Project, including within all Detached Units.

8.13. Hazardous Substances

Owners and Residents shall comply with applicable environmental laws, and shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances within the Project that are not properly controlled, safeguarded, and disposed of. No one shall permit anything to be done or kept within the Project which would be in violation of any public law, ordinance, or regulation. Each Owner shall indemnify, defend, and hold harmless the Association and its Indemnitees against any and all actions, claims, damages, expenses, losses, or liabilities (including regulatory fines, court costs, and attorney fees) of any kind whatsoever incurred by or asserted against the Association or any of its Indemnitees arising from or in any way related to the acts or omissions of the Owner or its Residents or their guests or invitees in relation to such hazardous substances.

8.14. Open-Flame Devices

As required by Utah Code § 15A-5-103 and section 308 of the International Fire Code, 2018 edition, as adopted by the foregoing code, the outdoor use and storage of open-flame devices is strictly prohibited unless such devices are stored and operated at least ten (10) feet away from all combustible construction including Dwellings, combustible balconies, garages, and fencing (including vinyl fencing). Further, the use and storage of open-flame devices is strictly prohibited on grass and planter areas and on driveways. The use of open-flame devices is strictly prohibited in garages. Open-flame devices include barbecues, charcoal-fueled grills, fire pits, and any other outdoor device that produces a flame.

Notwithstanding the foregoing and consistent with Utah law, the following are not prohibited: (1) the use and storage of liquid propane (LP)-gas cooking devices having an LP-gas container with a water capacity (WC) of not greater than 2½ pounds (nominal 1 pound (16 oz.) LP-gas capacity); (2) the use and storage of electric cooking grills that do not produce a flame and that

bears the mark of an independent testing laboratory, such as Underwriter Laboratory; and (3) the installation and use of conventional indoor gas appliances such as gas ovens, stoves, cooktops, water heaters, and furnaces.

8.15. Insurance Impacts and Inspections

Nothing beyond that which is customary for residential use shall be done or kept within the Project by any Owner or Resident that will increase the rate of any insurance maintained by the Association, or that will result in cancellation of such insurance.

In the event of an insurance inspection or survey or the like that results in a requirement by the insurance provider for the Association to implement a loss control measure or the like, the Board shall timely take the required action and/or establish a Rule(s) or adopt a Resolution(s), as appropriate, that is sufficient to reasonably meet the requirement.

8.16. Reservations and Admission Fees

The Board shall have the power to establish Rules for: (1) reserving the use of Common Area facilities, including parking facilities, to certain parties at certain times at the exclusion of the general membership of the Association; and (2) for charging reasonable admission and other fees for such reservations. The fees charged shall be sufficient to cover the costs of making the reservations, inspecting the facilities before and after use, cleaning the facilities after use as needed, and otherwise managing the reservations and related incidental work. Notwithstanding the foregoing, no such reservations or fees shall be allowed for Common Area streets or sidewalks or for Limited Common Areas, nor shall any fees be charged without reservations for the use of any Common Area by the general membership of the Association, nor shall the general membership of the Association be prohibited from using any Common Area when not reserved.

8.17. Fences and Walls

Except as otherwise provided in this Declaration, no fence, wall, or the like shall be caused to be installed by any Owner or Resident on Common Area or Limited Common Area. The Board shall have the power to remove any such structure and to assess all costs related to such removal to the Resident and Owner of the Dwelling at which the structure is kept.

8.18. Trees, Shrubs, and Bushes

No tree, shrub, bush, hedge, or the like, real or artificial, shall be caused to be planted or placed by any Owner or Resident on the Common Area or Limited Common Area. The Board shall have the power to remove any such plant and assess the cost related to removal to the violating Resident and to the Owner of the Dwelling at which the plant is kept.

8.19. Lawn and Vegetation

Any condition brought about or activity carried out by an Owner or Resident or their guest or invitee, or by a Dwelling, that materially disturbs, damages, or destroys the lawn, vegetation, landscaping, sprinkler system, or other appurtenances of the Project, internally or otherwise, is prohibited.

8.20. Planting and Gardening

No planting or gardening, real or artificial, shall be caused to be done by any Owner or Resident in the grounds of Common Area or Limited Common Area. The Board shall have the power to remove any such planting and assess the cost related to removal to the violating Resident and to the Owner of the Dwelling at which the planting occurred. The Board shall have the power to establish Rules that place reasonable conditions and restrictions on the placement of easily movable planter boxes and the like on Common Area immediately around Dwellings, and on Limited Common Area, including prohibiting such planter boxes entirely within the Project. Notwithstanding the foregoing, the Board shall not allow placement of planter boxes or the like that interfere with or increase the cost of recurring landscape maintenance, or that will cause damage to the landscaping.

8.21. Animals

No animals of any kind shall be kept by Owners or Residents within the Project, including in, on, or about any Dwelling, Common Area, or Limited Common Area. Notwithstanding the foregoing, no more than two (2) common household pets may be kept and housed on the interior of a Dwelling provided such pets are not kept for commercial or breeding purposes. One (1) aquarium with any number of fish shall be considered one (1) pet. The term "pet" as used herein is limited to meaning a bird, cat, dog, fish, or rodent, except as prohibited herein below. Notwithstanding the foregoing, if federal, state, or local law, or any Association insurance provider, disallows an otherwise allowed pet or type of pet from being possessed or kept in the Project, then such disallowed pet is not allowed in the Project. The following prohibited pets are commonly considered "high-risk" by insurance carriers.

8.21.1. Prohibited Birds

Notwithstanding anything to the contrary in the Governing Documents, the following types of birds are prohibited from being kept within the Project: all types of birds including but not limited to crows, poultry, and raptors, except for the following types of birds that are not prohibited: african grey, amazon, caique, canary, cockatiel, cockatoo, conure, eclectus, finch, lorikeet, lory, lovebird, macaw, parakeet, parrot, parrotlet, or poicephalus.

8.21.2. Prohibited Cats

Notwithstanding anything to the contrary in the Governing Documents, the following types of cats are prohibited from being kept within the Project: all types of bobcat, bengal, canadian lynx, chausie cat, caracal, geoffroy's cat, jungle cat, maine coon, manul, ocelot, pixiebob, savannah, serval, and any other cat not normally considered a common pet house cat.

8.21.3. Prohibited Dogs

Notwithstanding anything to the contrary in the Governing Documents, the following types of dogs are prohibited from being kept within the Project: all types of akita, bandog, boxer, bulldog, bully kutta, cane corso, chow chow, doberman pinscher, dogo

argentino, german shepherd, great dane, gull dong, japanese tosa, malamute, mastiff, pit bull terrier, presa canario, rottweiler, rhodesian ridgeback, siberian husky, staffordshire terrier, wolf hybrid, and any other dog not normally considered a common pet dog.

8.21.4. Prohibited Fish

Notwithstanding anything to the contrary in the Governing Documents, the following types of fish are prohibited from being kept within the Project: all types of arapaima, boxfish, catfish, carp, electric eel, piranha, pufferfish, snakehead, stingray, stonefish, triggerfish, and any other fish not normally considered a common indoor pet fish.

8.21.5. Prohibited Rodents

Notwithstanding anything to the contrary in the Governing Documents, the following types of rodents are prohibited from being kept within the Project: all types of rodent including but not limited to mice and rats, except for the following types of rodents that are not prohibited: hamster, gerbil, guinea pig, chinchilla, and rabbit (though not technically classified as a rodent).

8.21.6. Pet Registration

All dogs and cats shall at all times be registered or licensed by the licensing or registering authority as required by applicable City or County ordinances.

Owners and Residents shall annually register their pets with the Association. Required documentation to register a pet shall include: (1) the name and Dwelling address of the pet, and name of the applicant Owner or Resident; (2) the type and breed of the pet; (3) a complete copy of the written application for the pet's licensure or registration that was submitted to the licensing or registering authority (e.g., the City or County); (4) complete copies of the written records of the pet's licensure or registration as issued by the licensing or registering authority; (5) complete copies of the written veterinary records, proofs of vaccination, health certificates, and the like that were required by the licensing or registering authority; (6) the license or registration number issued to the pet by the licensing or registering authority; (7) the name and city or county of the licensing or registering authority; and (8) at least one color photograph of the pet sufficient to visually and accurately identify the pet at the time of registration. Failure to provide the required documentation, or providing incomplete information, shall result in denial of the pet registration request.

Each pet must always wear any identification tag or the like issued to it by the licensing or registering authority.

The Board shall have the power to establish Rules related to pet registration that are not inconsistent with this Declaration, including but not limited to Rules that establish: (A) a pet registration fee that shall not exceed fifty US Dollars (\$50); (B) other required documentation for pet registration in addition to that required above; (C) procedures related to pet registration and review, approval, and denial; (D) a schedule of fines specific to pet violations; and (E) conditions under which the Owner or Resident shall be required to permanently remove the pet from the Project.

8.21.7. Outdoor Pets Prohibited

Pets are prohibited from being outdoors in the Project at any time. Notwithstanding the foregoing, a pet may leave its Dwelling only if it is on a leash, or being held by, and under the control of a responsible party. Such responsible party shall also have on their person the receptacles necessary to, and shall, immediately clean up and remove any animal feces or other debris that the pet may leave outside.

Notwithstanding the foregoing prohibition on outdoor pets, Detached Units with yards that are fully fenced may keep pets in such fully-fenced yards but only to the extent that the pet does not create a nuisance.

8.21.8. Pet Nuisance

No pet, or pet owner in relation to the pet, shall create a nuisance at any time. The term "nuisance" as used herein in relation to pets shall mean, but shall not be limited to, any of the following acts by or conditions caused in relation to a pet: (1) damage to the property of anyone; (2) unpleasant odors; (3) unsanitary conditions; (4) defecating on any Common Area, Limited Common Area, or the Lot of any Dwelling when the feces are not immediately cleaned up and removed; (5) barking, howling, whining, or making other noises that disturb the quiet peace and enjoyment of others; (6) lunging at, molesting, jumping on, harassing, attacking, chasing, or acting aggressive toward other animals or passersby whether they are walking, running, riding, or in vehicles; (7) escaping from a leash, responsible party controlling the pet, Dwelling, or yard; (8) otherwise acting or creating conditions so as to unreasonably bother, annoy, disturb, or interfere with the quiet peace and enjoyment of others; (9) keeping more than the allowed number of pets; and (10) failing to register a pet with the Association. The Board shall have the power to establish Rules that further define nuisance in relation to pets.

8.21.9. Pet Removal

The pet owner shall permanently remove the pet from the Project upon written notice by the Association. A pet that has not been registered with the Association and that has been the subject of two (2) fines for any reason, subject to the final decisions of any informal hearings, shall be permanently removed from the Project. A pet that has been the subject of two (2) fines for nuisance, subject to the final decisions of any informal hearings, shall be permanently removed from the Project. The Board shall have the power to remove any such pet and assess the cost related to removal to the pet owner and Owner of the Dwelling at which the pet is kept.

8.21.10. Joint and Several Liability

Each pet owner and the Owner(s) of the Dwelling at which the pet is kept, whether such pet is registered with the Association or otherwise, shall be jointly and severally liable to the Association for: (1) violations of the Governing Documents in any way related to the pet; (2) acts and omissions of or in any way related to the pet, regardless of intent or the degree of negligence; (3) damage to Common Area and Limited Common Area caused either directly or indirectly by or in any way related to the pet; and (4) any other actions, claims,

damages, expenses, losses, or liabilities (including regulatory fines, court costs, and attorney fees) of any kind whatsoever arising from or in any way related to the pet.

8.21.11. Indemnification

Each pet owner and the Owner(s) of the Dwelling at which the pet is kept, whether such pet is registered with the Association or otherwise, shall indemnify, defend, and hold harmless the Association and its Indemnitees against any and all actions, claims, damages, expenses, losses, or liabilities (including regulatory fines, court costs, and attorney fees) of any kind whatsoever incurred by or asserted against the Association or any of its Indemnitees arising from or in any way related to the pet.

8.22. Signs, Banners, and Flags

No sign, banner, flag, or the like shall be caused to be placed or displayed by any Owner or Resident on the Common Area, Limited Common Area, or allowed on the outside of their Dwelling, nor shall any such item be placed or displayed within a window or otherwise so as to be visible from outside of their Dwelling. Such items include but are not limited to: (1) political, for sale, for rent, security, posters, billboards, and all other types of signs, banners, flags, or the like regardless of their size, message, location, or placement; (2) electronic or digital or other types of displays; and (3) advertising of any kind whatsoever. Notwithstanding the foregoing, common welcome doormats that do not include political or activist or other such messages shall not be prohibited, and a "For Sale" sign or "For Rent" sign that does not exceed 18 inches by 24 inches in size that is placed in a window or in a planter area (but not a lawn area) directly in front of a Dwelling shall not be prohibited.

Notwithstanding the foregoing, the Association shall not prohibit an Owner or Resident from displaying a United States flag inside their Dwelling or Limited Common Area appurtenant thereto, or on their Lot, or on the exterior of their Dwelling, if the display complies with United States Code, Title 4, Chapter 1, The Flag, and if no Common Area or Limited Common Area is modified, interfered with, or damaged in order to display the flag.

8.23. Holiday Displays

Notwithstanding anything to the contrary in this Declaration, and subject to time, place, and manner Rules established by the Board, Residents may, on the exterior of their Dwelling and its exclusively-appurtenant Limited Common Area, display holiday signs, symbols, and decorations of the kinds and at the times normally displayed on residences in single-family residential neighborhoods to the extent that such displays are temporary and, for Attached Units, leave no lasting traces on the exterior of the Dwelling. The term "holiday" as used here shall be limited to the official federal and Utah state holidays as they may change from time to time. Notwithstanding the foregoing, no such signs, symbols, or decorations shall be placed on or otherwise interfere with or damage Common Area or lawns or landscaping that are maintained by the Association.

8.24. Antennas

With respect to Attached Units, the Association reserves the right to enter into exclusive contracts and agreements with commercial providers of cable, satellite, and similar data/media services thereby negotiating and/or granting rights to such providers for exclusive service to the

Association, and to regulate the provisioning of such services within the Association. Except by the Association, no satellite dish or other exterior antenna or similar device, or related cabling or the like, shall be allowed, placed, or maintained on the exterior of any Attached Unit. Notwithstanding the foregoing, any such antenna or the like may be used anywhere on the interior of an Attached Unit.

With respect to Detached Units, any satellite dish or data/media antenna or similar device installed or mounted on a Detached Unit shall be installed or mounted so as to minimize its visibility from the front of the Dwelling without compromising its intended purpose or operation.

With respect to all Dwellings in the Project, no radio or television antenna (as opposed to the types of antenna discussed above) shall be installed or mounted on Common Area, Limited Common Area, or any Dwelling. Notwithstanding the foregoing, and subject to reasonable time, place, and manner Rules that are not inconsistent with the following, any antenna that is temporarily erected, but not otherwise installed or mounted, on a Lot or its exclusively-appurtenant Limited Common Area may be used to the extent that it does not become a nuisance or interfere with or damage lawns or landscaping that are maintained by the Association. Notwithstanding the foregoing, any such antenna or the like may be used anywhere on the interior of a Dwelling.

8.25. Temporary Structures

Except as otherwise provided in this Declaration, no Owner or Resident shall place or maintain any shed, storage container, tent, gazebo, or similar temporary structure on Common Area or Limited Common Area. Notwithstanding the foregoing, the Board shall have the power to establish Rules allowing and regulating such temporary structures that are not affixed to a Dwelling to the extent they are kept on Limited Common Area that is exclusively-appurtenant to the Owner's or Resident's Dwelling and to the extent that they do not become a nuisance or interfere with or damage Common Area or lawns or landscaping that are maintained by the Association.

8.26. Dwelling Attachments and Fixtures

Except as otherwise provided in this Declaration, no Owner or Resident shall affix or cause to be affixed anything, including but not limited to awnings, canopies, shutters, clothes lines, pots, plants, wind chimes, hose, lights, gates, electronic devices, flag pole holders, and other items, to or on any exterior surface, or that interferes with the maintenance or repair of such exterior surface, of any Attached Unit or other Dwelling for which the Association has exterior maintenance and repair obligations. Notwithstanding the foregoing, the Board shall have the power to establish Rules allowing and regulating the affixing of such items to the extent they do not unreasonably interfere with or increase the cost of the Association's maintenance and repair obligations.

8.27. Solar Equipment

No Owner or Resident shall install or cause to be installed a solar energy system of any type whatsoever, including but not limited to solar panels, solar water heaters, and solar power battery storage systems, on any roof, exterior wall, other building surface, Common Area, Limited Common Area, or other location for which the Association has a maintenance and repair obligation.

With respect to Dwellings at which solar energy systems may be installed, the Board shall have the power to establish Rules that are not inconsistent with the above restriction and that are

consistent with § 57-8a-701 of the Association Act.

8.28. Structural Integrity

Except as otherwise provided in this Declaration, nothing shall be done in any Attached Unit, or in, on, or to Common Area or Limited Common Area, which will impair the structural integrity of a building, or any part thereof, or which would structurally change the building.

8.29. Motor Vehicles

8.29.1. Passenger Vehicles

All passenger vehicles, including but not limited to passenger cars, trucks, vans, and motorcycles, that are parked or stored in the Project by an Owner or Resident shall be registered pursuant to applicable laws and ordinances, and maintained in good running condition sufficient for highway use. Passenger vehicles may be parked or stored in usually-closed garages or on driveways. Except for purposes of Association maintenance or repair, or as otherwise established by Rule, no passenger vehicle shall be parked or stored on the streets of the Project.

8.29.2. Recreational Vehicles

All recreational vehicles that are parked or stored in the Project by an Owner or Resident shall be licensed in accordance with applicable laws and ordinances, and maintained in good running condition sufficient for highway use. Recreational vehicles may be stored in usually-closed garages. Except for purposes of Association maintenance or repair or as otherwise established by Rule, no recreational vehicle shall be parked or stored on the streets of the Project, nor shall a recreational vehicle be parked or stored in driveways for more than three (3) nights.

8.29.3. Off-Highway Vehicles

No off-highway vehicle, including but not limited to off-highway motorcycles or the like, golf carts, type I, II, and III all-terrain vehicles as defined in Utah Code § 41-22-2, snowmobiles, motorized boats, and motorized aircraft, shall be stored or used in the Project. A non-motorized glider aircraft intended for manned use shall be considered an off-highway vehicle for purposes of this Declaration. Notwithstanding the foregoing, the Board shall have the power to establish Rules that allow for off-highway vehicles to be brought into and removed from the Project only on trailers and stored only in usually-closed garages. Any parking or storage of an off-highway vehicle on Common Area or Limited Common Area, and any use or operation of an off-highway vehicle within the Project, shall be considered a nuisance.

8.29.4. Moving Vans

Moving vans and the like may be parked on the streets and driveways of the Project during periods of loading or unloading; they should be parked so as to leave room for other vehicles to pass to the extent reasonably possible. Except as otherwise established by Rule: (1) no moving van shall be stored on the streets of the Project; and (2) no moving van shall be parked or stored in driveways for more than five (5) nights, and then only while the

moving van is in the Project for purposes of being loaded or unloaded.

8.29.5. Service Vehicles

Service vehicles that are marked as such and are being used as such, including but not limited to vehicles used by or for contractors, service providers, emergencies, and deliveries, may park on the streets of the Project in the performance of services; they should be parked so as to leave room for other vehicles to pass to the extent reasonably possible. Except as otherwise established by Rule, no service vehicle shall be stored on the streets of the Project for more than five (5) nights, and then only while the service vehicle is in the Project for purposes of the services.

8.30. Trailers

Trailers may be parked on the streets and driveways of the Project while being loaded or unloaded; they should be parked so as to leave room for other vehicles to pass to the extent reasonably possible. Trailers may be stored in usually-closed garages. Except as otherwise established by Rule: (1) no trailer shall be stored on the streets of the Project; and (2) no trailer shall be parked or stored in driveways for more than five (5) nights, and then only while the trailer is in the Project for purposes of being loaded or unloaded.

8.31. Guest Parking

Except as otherwise established by Rule, parking stalls designated by the Governing Documents as guest parking shall not be used by Owners and Residents; such parking stalls are reserved for the use of guests.

8.32. Parking Enforcement

Consistent with the other provisions of this Declaration, the Board shall have the power to establish Rules to govern and enforce parking on the streets of the Project and in guest parking stalls and other Common Area parking stalls. Such Rules may, but are not limited to: (1) restrict the time period(s) and duration(s) of the use of parking stalls; (2) allow for the booting and/or towing of vehicles that improperly park; (3) assign available Common Area parking stalls to Dwellings, Owners, or Residents, or to other parties for exclusive use; (4) establish fees for the exclusive use of an assigned parking stall; and (5) establish a schedule of fines specific to parking violations. Notwithstanding the foregoing, the Association shall not charge a fee for Limited Common Area parking stalls appurtenant to specific Dwellings.

8.33. Rentals

The term "tenant" as used in this Declaration means each renter, lessee, boarder, and occupant of a long-term or short-term rental and, to the extent allowed by law, each guest and invitee of each such renter, lessee, and occupant.

8.33.1. Long-Term Rentals

The term "long-term rental" as used in this Declaration means a Dwelling that is leased or rented for occupancy to one (1) or more tenants under an agreement with an initial term of at least six (6) months, regardless of whether or not the Owner resides in the Dwelling during some or all of the occupancy.

Subject to applicable laws and ordinances regarding the rental and leasing of real property, any Dwelling may be used as a long-term rental.

8.33.2. Short-Term Rentals

The term "short-term rental" as used in this Declaration means a Dwelling that is leased or rented for occupancy to one (1) or more tenants under an agreement with an initial term of fewer than six (6) months and as short as one (1) night or less, regardless of whether or not the Owner resides in the Dwelling during some or all of the occupancy.

Short-term rentals shall be prohibited. Notwithstanding the foregoing, and subject to applicable laws and ordinances regarding the rental and leasing of real property, the Board shall have the power to establish Rules to allow and govern short-term rentals. Such Rules may, but are not limited to: (1) establish uniform criteria for Dwellings to be used as short-term rentals; and (2) establish a schedule of fines specific to short-term rentals.

8.33.3. Tenants Subject to Governing Documents

Each tenant shall be subject to and abide by the terms of the Governing Documents.

8.33.4. Joint and Several Liability

The Owner(s) of a long-term or short-term rental and their tenants shall be jointly and severally liable to the Association for (1) violations of the Governing Documents by or in any way related to a tenant; (2) acts and omissions of or in any way related to a tenant, regardless of intent or the degree of negligence; (3) damage to Common Area and Limited Common Area caused either directly or indirectly by in any way related to a tenant; and (4) any other actions, claims, damages, expenses, losses, or liabilities (including regulatory fines, court costs, and attorney fees) of any kind whatsoever arising from or in any way related to a tenant.

8.33.5. Indemnification

The Owner(s) of a long-term or short-term rental shall indemnify, defend, and hold harmless the Association and its Indemnitees against any and all actions, claims, damages, expenses, losses, or liabilities (including regulatory fines, court costs, and attorney fees) of any kind whatsoever incurred by or asserted against the Association or any of its Indemnitees arising from or related in any way to such rental.

9. COMPLIANCE AND ENFORCEMENT

Any violation of the Governing Documents that is permitted to remain within the Project is deemed a nuisance and is subject to abatement by the Association of an Owner in any manner allowed by law.

9.1. Compliance

Each Owner or Resident of a Dwelling shall comply with applicable law, this Declaration, the Bylaws, and any Rules and Resolutions adopted pursuant thereto. Failure to comply therewith shall be grounds for a legal action by the Association or an Owner.

9.2. Remedies

Violation of any provision of the Governing Documents, or of any decision of the Association made pursuant to such documents, shall give the Board, acting on behalf of the Association, the right, in addition to any other rights set forth in applicable law or the Governing Documents, to do any or all of the following after giving notice and an opportunity to be heard: (1) levy reasonable fines in accordance with applicable law and the Bylaws; (2) enjoin, abate, or remedy such violation by any appropriate legal proceeding including but not limited to collection, lien, and foreclosure; and (3) bring suit or action against an Owner or Resident on behalf of the Association and/or on behalf of other Owners to enforce the Governing Documents.

In any legal proceeding or suit or action, the prevailing party shall be entitled to all costs and expenses, including but not limited to reasonable attorney's fees, of such proceeding, suit, or action.

9.3. Time Limit for Claims

Any claim, action, litigation, or the like arising out of this Declaration or the other Governing Documents brought by any party subject thereto against the Association or its Indemnitees must be commenced within twelve (12) months of the initial cause of such claim, action, litigation, or the like. Any such claim, action, litigation, or the like not brought against the Association or its Indemnitees within twelve (12) months shall be forever waived.

9.4. Action by Owners

Subject to any limitations imposed by applicable law or this Declaration, an Owner may bring an action against any Owner(s) or the Association to recover damages or to enjoin, abate, or remedy a violation of the Governing Documents by any appropriate legal proceeding(s).

9.5. Injunctive Relief

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

9.6. Variances

Variances to the provisions contained in this Declaration may be granted by the Board only when strict application would create an unforeseen or unreasonable hardship to an Owner(s); however, such a hardship cannot be self-created, solely economic in nature, or generally present with respect to a majority of Owners, Residents, or Dwellings. The Board cannot grant a variance that has the effect of modifying zoning or building code regulations. The burden of obtaining a variance is entirely on the applicant. The granting of a variance consistent with this provision is within the sole discretion of the Board.

10. ASSESSMENTS

Assessments collected by the Association shall be used for: (1) the operation, administration, management, care, maintenance, repair, preservation, improvement, and protection of the Project; (2) preserving and enhancing the value of the Project; and (3) for carrying out the duties and limited powers of the Association.

Except as otherwise provided in this Declaration, each Dwelling shall be subject to the following Assessments.

10.1. Assessment Districts

For purposes of Regular Assessments, Dwellings are grouped together in Assessment Districts based on unit type; that is, all Single-Family Units are grouped together in a Condominium Assessment District and all Townhome Units are grouped together in a Townhome Assessment District.

The purpose of Assessment Districts is to allocate Common Expenses that are only applicable to the Dwellings in a particular Assessment District to a District Budget for that Assessment District.

10.2. Regular Assessment

The amount of the Regular Assessment in a given year shall be no less than the total amount of the Master Budget for that year.

Each Dwelling subject to Assessments shall, in each given year, be assessed an amount based on the Master Budget for that year that is equal to that of all other Dwellings in its Assessment District.

The Regular Assessment shall be payable to the Association in monthly installments as Association dues.

10.3. Special Assessment

The Board may levy Special Assessments from time to time for the purpose of defraying, in whole or in part, any expenses not reasonably capable of being fully paid from the Regular Assessment or, where appropriate, the Insurance Fund or Reserve Fund, including expenses related to emergencies, but not for Capital Improvements.

10.4. Individual Assessment

The Board may levy an Individual Assessment against a particular Dwelling, Owner, and/or Resident for: (a) damage to the Project caused by the Owner or Resident, or a member of their household or guest, or that otherwise causes the Association to incur any expense for maintenance, repairs, or enforcement action; or (b) any services reasonably provided to, or any reasonable expenses incurred in relation to, the Dwelling due to an Owner's or Resident's failure to maintain the Dwelling, including to make emergency repairs to protect other Dwellings, Owners, Residents, Common Area, or Limited Common Area. Such amount shall be determined by the cost of such damage, maintenance, repairs, enforcement action, services provided, or expenses incurred and shall include all overhead and administrative costs, reasonable attorney fees, and any other related costs.

An Individual Assessment may be levied prior work being performed in the amount of a reasonable estimate of such work. Any amounts expended in excess of the estimate shall also be assessed.

10.5. Capital Assessment

The Board may, as a Capital Assessment component of the Regular Assessment or

otherwise, levy a Capital Assessment upon obtaining the assenting vote of at least sixty-seven percent (67%) of the membership in the Association. Notwithstanding the foregoing, if the Capital Assessment will benefit only a specific Assessment District(s), the assenting vote of at least sixty-seven percent (67%) of the membership in that Assessment District(s) must be obtained.

Each Capital Assessment shall be allocated to a particular Capital Improvement prior to being submitted for membership approval and shall remain allocated to that same Capital Improvement after approval. Any balance remaining after completion or cancellation of the Capital Improvement shall be refunded to the membership in the same proportion it was assessed.

10.6. Reserve Assessment

As required by § 57-8a-211 of the Association Act, the Association shall, in each fiscal year, levy a Reserve Assessment as a component of the Regular Assessment. The amount levied shall be sufficient to fund the Reserve Fund at a level of 100%, including inflation adjustments, as established by the most recently performed reserve study.

10.7. Reinvestment Fee Covenant

With respect to each and every conveyance of a Dwelling to a new Owner, including the first conveyance to the first owner of the Dwelling, a fee in the maximum amount allowed by law as it may change from time to time, currently one-half percent (0.5%) of the value of the Dwelling, (the "Reinvestment Fee") shall be paid to the Association.

The Reinvestment Fee shall be paid by the buyer of the Dwelling unless otherwise agreed in writing by the buyer and the seller, and shall be in addition to any pro rata share of assessments due and adjusted at settlement.

The existence of this covenant (the "Reinvestment Fee Covenant") precludes the imposition of an additional reinvestment fee covenant on the burdened property. The purpose of the amount required to be paid under this covenant is to facilitate the maintenance of common areas and facilities, and is required to benefit the Project.

To the fullest extent practicable, the Reinvestment Fee shall be collected at the closing of the purchase/sale transaction by a title company, escrow company, or other person involved with the transaction, and paid directly to the Association.

Funds obtained from payment of all Reinvestment Fees shall be allocated solely to the Reserve Fund.

The obligation to pay the Reinvestment Fee shall be a joint and several personal and continuing obligation of the seller and buyer regardless of whether the buyer acquired title by regular conveyance or pursuant to a foreclosure sale (judicial, non-judicial, or otherwise). Notwithstanding, conveyance of a Dwelling by inheritance, probate, or the like, or from an Owner to a trust or similar structure of which the Owner is directly or indirectly a beneficiary, including a living trust, shall not be subject to the Reinvestment Fee.

10.8. Other Fees

In addition to any other fees provided for herein, the Association shall be entitled to charge

the following fees.

10.8.1. Fines

The Association may impose fines against Dwellings, Owners, and/or Residents in accordance with § 57-8a-208 of the Association Act and other applicable law, and as provided in the Bylaws.

10.8.2. Closing Fee

The Association may charge a fee in an amount not to exceed fifty US Dollars (\$50) for providing Association payoff information needed in connection with the financing, refinancing, or closing of a Dwelling as provided in § 57-8a-106 of the Association Act.

10.8.3. Setup Fee

The Association may charge a setup fee in an amount not to exceed two hundred and fifty US Dollars (\$250) for setting up a new Member, Resident, or other party with the Association.

10.8.4. Late Payment Fee

The Association may charge a late payment fee in an amount of twenty-five US Dollars (\$25) or ten percent (10%), whichever is greater, on any delinquent amount owed to the Association.

10.8.5. Attorney Fees

In addition to any other attorney fees and other costs provided for herein, the Association shall be entitled to recover attorney fees, administrative costs, and all other costs that it incurs in relation to: (a) obtaining legal advice about an actual default or an actual violation of the Governing Documents; (b) collecting, via third-party(s) or otherwise, unpaid assessments or other delinquent amounts; (c) filing and prosecuting lawsuits and taking any other legal actions (including mediation and arbitration) in relation to any such default or violation; (d) monitoring or otherwise engaging in any way in bankruptcy proceedings that involve any party in such default; (e) preparing, noticing, recording, securing, foreclosing, or taking any other action in relation to a lien against a Dwelling; and (f) taking any other action in relation to such default or violation. This provision shall be broadly construed to permit the Association to recover any reasonable attorney fees, administrative costs, and other costs in any way related to such default or violation both during and after membership or residency in the Association.

In addition to the foregoing, should any party(s) bring suit in relation to the Project or the Association or its Governing Documents against any other party(s), either during or after any such party's membership or residency in the Association, the prevailing party(s) shall be entitled to recover costs and reasonable attorneys' fees, including court costs, witness fees, and all other related costs, from the non-prevailing party(s) which shall be jointly and severally liable for all such costs and fees.

10.8.6. Board-Established Fees

The Board may establish other reasonable and generally-applicable fees using the rulemaking procedures provided in the Bylaws. Notwithstanding the foregoing, any such fee that is inconsistent with applicable law or the Governing Documents shall be void and unenforceable.

10.8.7. Interest

Interest shall accrue to the Association at a rate of eighteen percent (18%) on all delinquent amounts due.

10.9. No Offsets

All assessments and fees shall be payable at the time and in the amount specified by the Association, and no offsets against such amounts by Owners and Residents shall be permitted for any reason, including but not limited to claims that the Board is not properly exercising its duties and power, claims in the nature of offset or that the Association owes the Owner or Resident money, or claims that the Association is not complying with its obligations as provided for in the Governing Documents.

10.10. Statement of Unpaid Assessments

Upon an Owner's written request accompanied by payment of a fee in the amount of ten US Dollars (\$10), the Association shall within ten (10) days of such request and payment issue a written statement indicating any unpaid assessments or other amounts due and payable by the Owner as provided in § 57-8a-206 of the Association Act. Once issued, each such written statement shall be binding upon all other Owners, the Manager, and the Board in favor of any person who relies in good faith on the written statement.

10.11. Due Dates and Collection

10.11.1. Assessments and Fees

The monthly installments of the Regular Assessment (i.e., dues) shall be due and payable in full by the first (1st) day of each month for that month.

All other assessments, fees, and other amounts due shall be due and payable in full within thirty (30) days of the dates levied, imposed, or otherwise charged.

For purposes of the Association Act, all fees and other amounts due, including fines, accrued interest, administrative fees, and attorney fees and costs, shall be considered an Individual Assessment or other "assessment" as that term is used in the Association Act.

10.11.2. Delinquency

Any assessment, fee, or other amounts due that are not paid in full by their due dates shall be considered delinquent.

10.11.3. Partial Payment

Partial payments shall be credited first to collection costs (including attorney fees), then to interest, then to late fees, then to the oldest assessments owed, and then the most

recent assessments owed.

10.11.4. Collection

The Association may engage one or more agents to perform collection and other related tasks, and may disclose to its agents any personal information of Owners, Residents, and other parties reasonably necessary to perform such collection and other related tasks, even if such information is otherwise protected or considered private.

Amounts owed by any party under this Declaration or any other of the Governing Documents, including any assessments, fees, and interest accrued, that are delinquent for more than sixty (60) days may be submitted for collection. The owing party(s) shall pay all delinquent amounts owed together with any and all related costs, fees, and interest allowed by law and provided for in the Governing Documents. Should collection be performed by a third-party agent, the owing party(s) hereby covenants and agrees to pay all related collection costs and fees, including a fee in the amount of the maximum percentage allowed by law of the total delinquent amounts as well as all legal and other fees and costs related to their collection, with or without suit, including administrative fees, attorney fees, court costs, filing fees, and all other costs and fees related to the delinquent amounts and their collection. This provision shall remain in force against all parties owing any amount to the Association both during and after membership or residency therein.

10.11.5. Joint and Several Liability

All Owners of a Dwelling shall be jointly and severally liable for all amounts owed to the Association in relation to the Dwelling or any of its Owners. Should a non-Owner Resident of a Dwelling owe any amounts to the Association, the Resident and all Owners of the Dwelling shall be jointly and severally liable for all such amounts.

10.11.6. Lien

The Association has a lien on each Dwelling as provided in § 57-8a-301 of the Association Act for all assessments and for all fees, charges, and costs associated with collecting an unpaid assessment, including court costs and reasonable attorney fees, late fees, interest, and any other amount the Association is entitled to recover as provided for herein or as provided for in an administrative or judicial decision.

WITH RESPECT TO ANY LIEN IN EXISTENCE NOW OR IN THE FUTURE, EACH OWNER OF A DWELLING HEREBY WAIVES THE BENEFITS OF ANY HOMESTEAD LAWS OR EXEMPTION LAWS, INCLUDING THOSE OF THE STATE OF UTAH, NOW IN EFFECT OR AS THEY MAY COME INTO EFFECT FROM TIME TO TIME HEREAFTER.

The Association may, but need not, record a notice of lien against a Dwelling.

10.11.7. Foreclosure

The Association shall have all rights and powers of foreclosure granted by the Association Act and other applicable law, 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 Dwelling constitutes a simultaneous conveyance of the Dwelling in trust, with power of sale, to the Association's attorney of record, as trustee, for the benefit of the Association, for the purpose of securing payment of Assessments under the terms of this Declaration. The Association may appoint a qualified successor trustee from time to time by executing and recording a substitution of trustee form.

In addition to any other action taken, the Association may commence a foreclosure proceeding, judicial or non-judicial, at any time after an amount owed to it has been delinquent for at least one hundred and twenty (120) days.

By taking a security interest in a Dwelling governed by this Declaration, lenders cannot make any claim against the Association for nonpayment of taxes, assessments, or other costs and fees associated with the Dwelling if the Association takes title to the Dwelling in relation to any failure to pay assessments.

10.11.8. Payment by Tenant

Pursuant to § 57-8a-211 of the Association Act, the Association shall have a right to demand and collect rent from any tenant under a lease or similar agreement with an Owner of a Dwelling for any delinquent Assessment owed by the Owner to the Association that is more than sixty (60) days past due. Each tenant, 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.

The Association may charge the delinquent Owner an administrative fee in an amount not to exceed twenty-five US Dollars (\$25) for processing each tenant rent payment under this provision.

10.11.9. Other Remedies

All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against an Owner or other obligee personally. Any trustee's fees, attorney fees, court costs, administrative costs, expenses of sale, interest, and other costs incurred in these efforts shall also be assessed against the Owner(s), their Dwellings(s), and/or other obligees jointly and severally.

11. BUDGETS, DUES, AND FUNDS

11.1. Budget Adoption

The Board shall prepare and adopt a Master Budget that includes a District Budget for each of the Assessment Districts no later than thirty (30) days prior to the beginning of each fiscal year.

The Master Budget shall be provided to the Owners immediately after its adoption by the Board.

11.2. Master Budget Composition

The Master Budget shall, for a given fiscal year, include the sum of the estimated annual income listed in all District Budgets plus the sum of the estimated annual income of the Association itself, and shall also include the sum of the estimated annual expenses listed in all District Budgets plus the sum of the estimated annual expenses of the Association itself.

The Master Budget shall include line items for at least the following components:

11.2.1. Dues Income

This budget line item represents the Association's total estimated annual dues income from payments of Regular Assessment installments by each of the Assessment Districts.

11.2.2. Reinvestment Fee Income

This budget line item represents the Association's total estimated annual reinvestment fee income from reinvestment fees collected from each of the Assessment Districts.

11.2.3. Miscellaneous Income

This budget line item represents the Association's total estimated annual miscellaneous income for interest, fines, fees, and other reasonably-expected income collected by the Association as a whole and collected from or otherwise related to each of the Assessment Districts.

11.2.4. Insurance Expenses

This budget line item represents the Association's total estimated annual insurance expenses for insurance premiums of the Association as a whole and each of the Assessment Districts.

11.2.5. Common Expenses

This budget line item represents the Association's total estimated annual expenses for the Common Expenses of the Association as a whole and each of the Assessment Districts.

11.2.6. Reserve Component

This budget line item represents the total annual reserve component that the Association is obligated to deposit in the Reserve Fund, including the amount for each Assessment District.

11.2.7. Additional Line Items

The Association may include additional line items in its Master Budget as needed.

11.3. District Budget Composition

A District Budget shall, for a given fiscal year, include the sum of the estimated annual income and the sum of the estimated annual expenses of the Assessment District.

Each District Budget shall include line items for at least the following components:

11.3.1. Dues Income

This budget line item represents the Assessment District's total estimated annual dues income from payments of Regular Assessment installments.

11.3.2. Reinvestment Fee Income

This budget line item represents the Assessment District's total estimated annual reinvestment fee income from reinvestment fees.

11.3.3. Miscellaneous Income

This budget line item represents the Assessment District's total estimated annual income for interest, fines, fees, and other reasonably-expected income.

11.3.4. Insurance Expenses

This budget line item represents the Assessment District's total estimated annual expenses for insurance premiums.

11.3.5. Common Expenses

This budget line item represents the total estimated annual expenses for the Common Expenses related solely to the Assessment District.

11.3.6. Reserve Component

This budget line item represents the total annual amount that the Assessment District is obligated to contribute to amount deposited in the Reserve Fund.

11.3.7. Additional Line Items

The Assessment District may include additional line items in its District Budget as needed.

11.4. Budget Committees

The Board, or a majority of the membership in a particular Assessment District, may establish a budget committee for an Assessment District of three (3) Members in the Assessment District to timely prepare and present a recommended District Budget to the Board. Notwithstanding, the Master Budget and all District Budgets shall each reflect a full and accurate estimation of income, expenses, and a reserve component.

11.5. Dues Calculation

For each of the Dwellings in a particular Assessment District, the monthly dues shall be calculated as follows: (1) divide the total estimated annual expenses listed in the District Budget of the Assessment District by the number of Dwellings in the Assessment District; (2) divide the total estimated annual expenses of the Association itself in the Master Budget by the number of Dwellings in the Association; and (3) the sum of the results of steps (1) and (2) is the amount of the monthly dues for each Dwelling in the Assessment District.

11.6. Capital Fund

The Board may create one or more bank accounts in which to deposit Capital Funds. Each Capital Fund, whether deposited in its own account or held with other Capital Funds, shall be accounted in its entirety to the Capital Improvement for which it was approved.

11.7. Insurance Fund

The Board shall establish an Insurance Fund, whether deposited in its own account or held with other Association funds, in an amount equal to the amount of the Association's property insurance policy deductible or, if the deductible exceeds ten thousand US Dollars (\$10,000), an amount not less than ten thousand US Dollars (\$10,000). The Insurance Fund shall be used only for property insurance deductible purpose; any amounts expended shall be replenished within sixty (60) days from the operating funds of the Association, by Special Assessment, and/or from the Reserve Fund.

11.8. Reserve Fund

The Board shall establish a Reserve Fund that shall be deposited in an account(s) separate from all other Association funds as required by § 57-8a-211(9)(b) of the Association Act.

The Reserve Fund is reserved for, and shall only be used for, the costs of repairing, replacing, and restoring common areas and facilities that have a useful life of three (3) years or more and a remaining useful life of less than 30 years, as required by § 57-8a-211 of the Association Act, but not for operating expenses, ordinary maintenance expenses, or Capital Improvements.

In addition to a Reserve Fund for the common areas and facilities appurtenant to the entire Association, a separate Reserve Fund shall be established for each Assessment District that is reserved for, and shall only be used for, the costs of repairing, replacing, and restoring common areas and facilities appurtenant to the Assessment District.

12. RESERVE STUDY

The Board shall have a Reserve Study conducted no less frequently than every six (6) years and updated no less frequently than every three (3) years. Each such study shall be conducted or updated by a competent third-party provider experienced in conducting such studies.

13. INSURANCE

13.1. Insurance Requirement

NOTICE: THE ASSOCIATION'S INSURANCE DOES NOT COVER SINGLE-FAMILY UNITS OR THE PERSONAL PROPERTY OR PERSONAL LIABILITY OF THE OWNERS, RESIDENTS, OR THEIR GUESTS AND INVITEES.

The Association shall obtain insurance as required in this Declaration and the Association Act, and may obtain insurance that provides more or additional coverage than the insurance required.

For purposes of the Association Act, the term Attached Unit as defined herein also means "attached dwelling" as that term is used in the Association Act, and the term Detached Unit as

defined herein also means "detached dwelling" as that term is used in the Association Act.

13.2. Property Insurance

The Association shall obtain and maintain in force a blanket policy of property insurance covering all Common Area, Limited Common Area, and Attached Units. Such property insurance shall insure against loss or damage by fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, theft, and all perils normally covered by "special form" property coverage.

The coverage limits under such property insurance shall not be less than one-hundred percent (100%) of actual replacement cost, as determined using methods generally accepted in the insurance industry, of all property covered by such policy (including the Attached Units) at the time the insurance is purchased and at each renewal date. The deductible for any Attached Units under such property insurance shall not be less than ten thousand US Dollars (\$10,000) and, to the extent available, the deductible for the Common Area and Limited Common Area under such property insurance shall not be more than one thousand US Dollars (\$1,000).

Each property insurance policy shall include either a Guaranteed Replacement Cost Endorsement, under which the insurer agrees to replace the insurable property regardless of the cost, or a Replacement Cost Endorsement, under which the insurer agrees to pay up to one hundred percent (100%) of the property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which waives or eliminates the requirement for coinsurance.

Each property insurance policy shall include (if available): (1) an Inflation Guard Endorsement; (2) a Building Ordinance or Law Endorsement that provides for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction; and (3) if the property has central heating, cooling, or other equipment or fixtures, an Equipment Breakdown Endorsement that provides minimum insurer liability per accident of the lesser of one million US Dollars (\$1,000,000) or the insurable value of the building containing such equipment.

13.2.1. Owner Responsibility for Deductible

If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner, the Association's policy provides primary insurance coverage.

If a loss occurs that is covered by a property insurance policy in the name of the Association, the Owner is responsible for the Association's deductible and the Owner's policy, if any, applies to that portion of the loss attributable to the Association's deductible.

An Owner that has suffered damage to any combination of its Dwelling or Limited Common Area appurtenant to the Dwelling ("Dwelling Damage") as part of a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance policy (a "Covered Loss") is responsible for an amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to Dwelling Damage for that Dwelling to the amount of the deductible under the Association's property insurance policy. If the Owner does not pay the amount for which it is responsible within thirty (30) days after

substantial completion of repairs to the Dwelling and/or the Limited Common Area appurtenant to the Dwelling, the Association may levy an assessment against the Owner for that amount.

13.2.2. Claims under Deductible Amount

If, in the exercise of the business judgment rule, the Board determines that a claim is likely not to exceed the Association's deductible: (1) the Owner's insurance policy is considered the policy for primary coverage up to the amount of the Association's deductible; (2) an Owner that does not have an insurance policy to cover the Association's deductible is responsible for the loss up to the amount of the Association's deductible; and (3) the Association need not tender the claim to the Association's insurer.

13.2.3. Deductible Notice

The Association shall provide notice to the Members of an Owner's obligation for the Association's deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. Failure to provide notice shall not invalidate or affect any other provision in this Declaration.

13.2.4. Costs of Attached Unit Insurance

The costs of the insurance premiums for Attached Units and any appurtenant Limited Common Area shall be allocated to the applicable Assessment District(s).

13.3. Earthquake Insurance

The Association may obtain earthquake insurance as the Board deems appropriate.

13.4. Flood Insurance

The Association may obtain flood insurance as the Board deems appropriate.

13.5. Liability Insurance

The Association shall obtain and maintain in force comprehensive general liability ("CGL") Insurance insuring the Association and its agents and employees, and the Owners against liability arising from their ownership interest in the Common Area, the maintenance, repair, or replacement of the Common Area, and their membership in the Association.

The coverage limits under such liability insurance shall not be less than one million US Dollars (\$1,000,000) covering all claims for death of or injury to any one individual or property damage in any single occurrence. Such liability insurance shall include a Severability of Interest Endorsement or equivalent provision that precludes the insurer from denying a claim because of the negligent acts of the Association or an Owner.

13.6. Directors and Officers Insurance

The Association shall obtain and maintain in force Directors and Officers liability insurance protecting the Association and its Board members, officers, committee members, volunteers, employees, and any managers and their employees 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). Such insurance shall include coverage for: (1) monetary and non-monetary claims; (2) claims made under any fair housing act or similar laws; (3) any form of discrimination or civil rights claims; and (4) defamation.

13.7. Fidelity Insurance

The Association shall obtain and maintain in force insurance covering the theft or embezzlement of funds that shall provide coverage for: (1) an amount of not less than the sum of three months regular assessment in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and (2) theft or embezzlement of funds by the Association's Board members, officers, committee members, volunteers, employees, and any managers and their employees.

13.8. Workers' Compensation Insurance

The Association shall obtain and maintain in force workers' compensation insurance for all employees, if any, of the Association to the extent that such insurance is required by law.

13.9. Right to Negotiate

Each Owner hereby appoints the Association as its attorney-in-fact for the purpose of negotiating all losses related thereto, including the collection, receipt of, execution of all documents including releases of liability, and performance of all other acts necessary to administer Association insurance and any related claim. This power-of-attorney shall be irrevocable and binding on any heirs, personal representatives, successors, or assigns of an Owner.

13.10. Dwelling Insurance

THE OWNER(S) OF EACH DWELLING SHALL OBTAIN AND MAINTAIN IN FORCE AT LEAST PROPERTY AND LIABILITY INSURANCE THAT COVERS THE DWELLING IN AN AMOUNT RECOMMENDED BY THE OWNER'S INSURANCE AGENT, BUT IN NO EVENT IN AN AMOUNT LESS THAN THE DEDUCTIBLE OF THE ASSOCIATION'S PROPERTY INSURANCE POLICY.

THE ASSOCIATION SHALL NOT BE LIABLE FOR AND IS NOT REQUIRED TO FILE CLAIMS AGAINST ANY OF ITS INSURANCE POLICIES FOR ANY DAMAGE OR LIABILITY THAT SHOULD OR WOULD HAVE BEEN COVERED UNDER AN OWNER'S INSURANCE POLICY.

14. DECLARANT RIGHTS

The Declarant may delegate or assign any or all of its rights.

14.1. Declarant Control Period

Except as otherwise provided in the Declaration, the Control Period shall continue until the

first of the following events occurs: (1) one (1) year after the date of conveyance of the last Dwelling to a new Owner; or (2) the day the Declarant, after giving written notice to the Members, records an instrument voluntarily surrendering all rights to control the activities of the Association in accordance with § 57-8a-502 of the Association Act.

Anything contrary notwithstanding in this Declaration, the Articles of Incorporation, or the Bylaws, during the Control Period the following provisions shall control:

14.1.1. No Meetings of Members

No annual, special, or other meetings of Members shall be held; notwithstanding the Declarant may hold such meetings at its sole discretion and the Declarant may take any action without a meeting of Members at its sole discretion; and

14.1.2. No Action by Written Ballot

No action by written ballot may be taken by the Members; notwithstanding the Declarant may facilitate such action at its sole discretion; and

14.1.3. Declarant Control of the Board

The various requirements in the Bylaws for the Board shall not apply; Board members, if any, and their number, terms, eligibility, powers, and duties may be appointed, determined, modified, and removed by the Declarant at its sole discretion, and the Declarant may exclusively exercise all powers and duties of the Board; and

14.1.4. No Board Meetings

Board meetings, if any, may only be called by the Declarant at its sole discretion, and the Declarant may take any action without a Board meeting at its sole discretion; and

14.1.5. No Notice

The Declarant waives all notice requirements to the extent allowed by law; and

14.1.6. No Officers

The various requirements in the Bylaws for Officers shall not apply; Officers, if any, and their offices, terms, powers, and duties may be appointed, determined, modified, and removed by the Declarant at its sole discretion, and the Declarant may exclusively exercise all powers and duties of the Officers; and

14.1.7. Rules Determined by Declarant

The Declarant reserves the right to, and hereby does, exempt the Declarant from Rules and the rulemaking procedures in the Governing Documents, and only the Declarant may adopt, amend, modify, cancel, limit, create exceptions to, expand, or enforce Rules at its sole discretion; and

14.1.8. Architectural Control

The Declarant shall not be subject to or limited by any of the architectural control provisions provided in any of the Governing Documents.

14.1.9. Use Limitations & Restrictions

The Declarant shall not be subject to or limited by any of the use limitations or restrictions provided in any of the Governing Documents.

14.1.10. Amendment by Declarant

Only the Declarant may amend, restate, or record this Declaration at its sole discretion.

14.2. Mandatory Alternative Dispute Resolution

This section provides mandatory alternative dispute resolution mechanisms for the resolution of any disputes that the Association or any of the Owners may have with any of the Builders (as defined below) both during and after the Control Period.

Each Owner acknowledges that, prior to the purchase a Dwelling, it was capable of and permitted to perform or have performed an inspection(s) of the Dwelling, Common Area, applicable Limited Common Area, and the other applicable aspects of the Project. Further, each Owner acknowledges that any written warranty(s) provided to the Owner in relation to the Dwelling and/or any other applicable aspects of the Project identifies the only items and/or conditions warranted by the Declarant and/or the designer(s), engineer(s), developer(s), builders(s), contractor(s), subcontractor(s), and other parties involved in the Project and/or any of its Improvements, and each of their agents, employees, directors, officers, members, representatives, contractors, subcontractors, assigns, affiliates, and any others associated with such parties (each of the foregoing beginning with and including the Declarant a "Builder" and taken together the "Builders"). In view of any written warranty(s) and the opportunity to inspect prior to purchase, and having paid an agreed-upon price for the Dwelling in consideration of at least the foregoing, each Owner acknowledges and agrees that it would be unfair and improper to seek to have any of the Builders perform additional work outside of the obligations provided in such warranty(s). Further, the Association and each Owner acknowledges and agrees that litigation is an undesirable method of resolving disputes because it can be expensive, slow, uncertain, and may negatively impact market values, the ability to obtain financing, and unfairly impact Owners that seek to sell their Dwellings while litigation is pending. For these reasons, the Association and each Owner covenants and agrees that all claims and disputes of any kind whatsoever against any of the Builders, both during and after the Control Period, that are related in any way to a Dwelling or any other aspect of the Project shall be pursued, asserted, and resolved only through the mandatory alternative dispute resolution mechanisms, which include binding arbitration; set forth in this section (the "Dispute Resolution Mechanisms"). Further, the Association and each Owner covenant and agree to take ownership and possession of their respective Dwellings and interests in the Common Area, Limited Common Area, and other aspects of the Project AS IS.

EXCEPT FOR ANY WRITTEN WARRANTY(S) PROVIDED BY A BUILDER, AND EXCEPT AS OTHERWISE REQUIRED BY LAW, EACH BUILDER SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WRITTEN OR VERBAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF HABITABILITY, MERCHANTABILITY,

AND FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

14.2.1. Builder Disputes

To the fullest extent permitted by law, any claims or disputes of any kind whatsoever that the Association or an Owner(s) may have against any of the Builders, both during and after the Control Period, that arise from or are in any way related to a Dwelling or any other aspect of the Project (a "Dispute"), shall be subject to the Dispute Resolution Mechanisms, which include the Pre-Arbitration Requirements as set forth in subsection 14.2.2 and binding arbitration as set forth in subsection 14.2.4, which Dispute Resolution Mechanisms shall be the sole and mandatory method for resolving all Disputes.

Without in any way limiting the forgoing, Disputes subject to the Dispute Resolution Mechanisms, including binding arbitration, shall include but are not limited to the following.

- (1) Any allegation against a Builder(s) that a condition in any Dwelling or any other aspect of the Project is or involves a construction defect;
- (2) Any disagreement with a Builder(s) as to whether an alleged construction defect has been corrected;
- (3) Any disagreement with a Builder(s) as to whether an actual or alleged warranty is applicable to the subject matter of a Dispute;
- (4) Any disagreement with a Builder(s) as to the applicability of an actual or alleged warranty to the subject matter of a Dispute;
- (5) Any disagreement with a Builder(s) as to whether a provision of an actual or alleged warranty has been breached;
- (6) Any alleged violation by a Builder(s) of consumer protection laws, unfair trade practices, civil rights laws, actual or alleged warranties of any kind whatsoever, equity law, common law, or any other law, statute, ordinance, code, regulation, administrative rule, or the like;
- (7) Any allegation against a Builder(s) of negligence, intent, strict liability, fraud, or breach of any duty;
- (8) Any allegation against a Builder(s) that a condition that exists or existed in the Project or was created or caused by any of the Builders, including but not limited to construction-related noise, dust, and traffic, is a nuisance, defect, breach of a duty, or breach of an actual or alleged warranty;
- (9) Any disagreement with a Builder(s) related to the type or scope of Disputes that are subject to the Dispute Resolution Mechanisms;
- (10) Any disagreement with a Builder(s) regarding the timeliness of the performance of an act or obligation by any of the Builders;
- (11) Any disagreement with a Builder(s) related to the payment or reimbursement of a fee or other monetary amount in relation to the Dispute Resolution

Mechanisms;

(12) Any disagreement with a Builder(s) related to the management of the Project or Association, a reserve study, or the funding of the Association;

(13) Any other allegation against or disagreement with a Builder(s) arising out of or related to the design, engineering, development, construction, marketing, sale, quality, maintenance, operation, or management of the Project and/or any of the Dwellings, Improvements, Common Area, Limited Common Area, and other aspects of the Project.

14.2.2. Pre-Arbitration Requirements

The Association or an Owner(s) may submit a Dispute against a Builder to binding arbitration only after the following efforts to resolve the Dispute have been completed in the following order (the "Pre-Arbitration Requirements"):

(1) **Right to Cure.** The claimant (i.e., the Association and/or Owner(s)) shall provide the Builder a Notice of Dispute as set forth in subsection 14.2.3 and permit the Builder one hundred twenty (120) days from the date such notice is received by the Builder to cure or resolve the Dispute (the "Cure Period"); then

(2) **Legal Opinion.** If the Dispute is not resolved during the Cure Period and the claimant includes the Association, it shall obtain a written opinion from legal counsel (the "Legal Opinion") advising the Association as to: (a) the likelihood of success on the merits of the Dispute; (b) the anticipated costs and fees, including any anticipated expert witness fees, from and including the legal opinion through the completion of binding arbitration as set forth in subsection 14.2.4; and (c) the likelihood of recovery if the Association prevails; then

(3) **Member Approval.** If the Dispute is not resolved during the Cure Period and the claimant includes the Association, it shall provide a copy of the Notice of Dispute and the Legal Opinion to each of its Members along with a written ballot in accordance with the Bylaws asking its membership whether, in view of the Notice of Dispute and Legal Opinion, the Association should proceed with binding arbitration. If less than sixty-seven percent (67%) of the membership elects to proceed to binding arbitration then the Association shall: (a) not proceed to binding arbitration; (b) provide the voting results and a copy of the Legal Opinion to the Builder(s); and (c) shall be deemed to have forever waived its Dispute against all of the Builders with prejudice; then

(4) **Proceed to Binding Arbitration.** If the Dispute is not resolved during the Cure Period and all other applicable Pre-Arbitration Requirements have been completed, the claimant must within thirty (30) days (or sixty (60) days if the claimant is the Association) of the end of the Cure Period submit its Dispute to binding arbitration. If not so submitted within the applicable number of days, the claimant shall be deemed to have forever waived its Dispute against all of the Builders with prejudice.

14.2.3. Notice of Dispute

“Notice of Dispute” in section 14.2 shall mean a written notice that includes: (1) an explanation of the nature of each claim in the Dispute; (2) a detailed description of each such claim along with any supporting information, factual evidence, and opinions upon which the claim is based; (3) photographs, and samples if reasonably available, of any alleged defective materials or conditions as applicable; (4) a detailed breakdown and calculation of any alleged damages for each such claim; (5) an explanation of any efforts taken to avoid or mitigate any such damages; and (6) the names, phone numbers, and addresses of each person in possession of or providing any information, factual evidence, factual or legal opinion, or factual or legal analysis related to each claim.

14.2.4. Binding Arbitration

The binding arbitration portion of the Dispute Resolution Mechanisms shall be conducted in accordance with the Arbitration Rules and Procedures promulgated by Construction Dispute Resolution Services, LLC (“CDRS”) by a member of CDRS’s National Panel of Construction ADR Specialists. The decision of the arbitrator shall be final, including with respect to the substance and subject matter of each claim of the Dispute, and may be entered as a final judgment by any court of competent jurisdiction.

14.2.5. Costs and Fees

Each party to a Dispute shall bear its own costs and fees in relation to the Dispute, including but not limited to attorney fees and expert witness fees. Notwithstanding the foregoing, any arbitration filing fees and other arbitration fees shall be divided equally between the parties of the Dispute. The arbitrator shall not award attorney fees, expert witness fees, arbitration fees; or other costs or fees to the prevailing party.

14.2.6. No Waiver of Mandatory Alternative Dispute Resolution

If the Association and/or any Owner(s) files a claim in any court to resolve a Dispute, such action shall not constitute a waiver of the right of any of the Builders to insist on compliance with the Dispute Resolution Mechanisms. If any such claim is filed with a court, upon motion of any party to the proceeding, the court shall stay the proceeding and direct the parties to resolve the Dispute in accordance with section 14.2 of this Declaration. Notwithstanding the foregoing, the Declarant shall have the right and option to remove the Dispute from the Dispute Resolution Mechanisms to a court of competent jurisdiction at its sole discretion.

14.2.7. Subrogation Waiver

The Association and each Owner waives any and all rights to subrogation against each of the Builders. This waiver shall be broadly construed and applied so as to waive, among other things, any attempt by any insurer of the Association or any Owner from pursuing or exercising any subrogation rights against any of the Builders whether such rights arise in contract, common law, or otherwise.

To the fullest extent permitted by law, the Association and each Owner hereby releases each of the Builders and their insurers from any and all liability to the Association, each of the Owners, and anyone else claiming through or under the Association or any of the Owners, by way of subrogation or otherwise, any loss, injury, or damage to property caused by fire or any other casualty or event, even if such fire or other casualty or event may have been caused by the fault or negligence of any of the Builders. The Association and each Owner agrees that all of their policies of insurance shall contain a clause or endorsement to the effect that this release and waiver of subrogation shall not adversely affect or impair such policies or prejudice the right of the Association or any Owner to recover thereunder. The Association and Owners, past and present, shall indemnify and defend the Builders from any claims barred or released by the provision of section 14.2, including but not limited to any claim brought under any right of subrogation.

14.2.8. Association's Enforcement Rights

Nothing in section 14.2 shall diminish the Association's rights to enter into litigation for the collection of any Assessment, the enforcement of the Governing Documents, or the taking of any action or defense in a court of law for any matter other than a matter involving the resolution of a Dispute as set forth in section 14.2.

15. INDEMNIFICATION

15.1. Indemnification Generally

Any obligation in this Declaration, the Articles of Incorporation, or the Bylaws for any party to indemnify, defend, or hold harmless the Association shall include an obligation for that party to similarly indemnify, defend, or hold harmless the Association's Board, officers, Members, committee members, volunteers, employees, agents, trustees, Residents, and Manager(s), and the directors, officers, members, and employees of such Manager(s).

16. GENERAL

16.1. Principle Place of Business

The principal place of business of the Association shall be at the address indicated in the Utah Department of Commerce Homeowner Associations Registry.

16.2. Notices

All notices under this Declaration shall be provided as set for in the Bylaws.

16.3. Applicability

This Declaration shall apply to and be binding upon all present and future Owners and Residents, as well as all Persons that enter upon the Project or in any way make use of the Common Area.

16.4. Constructive Notice

By virtual of this Declaration being duly recorded against the Dwellings in the Project, each Owner and Resident, as well as each Person that enters upon the Project or in any way makes use of

the Common Area, is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of the provisions this Declaration against each such Owner, Resident, and Person, and against each Dwelling in the Project.

16.5. Fiscal Year

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

16.6. Compensation

No Board member, elected Officer, committee member, or other volunteer shall receive compensation for their services. However, Board members, Officers, and other volunteers may be reimbursed for actual expenses incurred in the performance of their duties.

A compensated manager, contractor, employee, and other compensated Person may, incidental to their compensated services, serve as an appointed Officer but shall not receive additional compensation therefor.

16.7. Conflicts

In the event of any conflict in applicable law and the Governing Documents: (1) the provisions of applicable law; (2) this Declaration; (3) the Articles of Incorporation; (4) the Bylaws; (5) the Resolutions; and (6) the Rules shall prevail in that order.

16.8. Amendment

This Declaration may be amended by the approval of at least sixty-seven percent (67%) of the Members in Good Standing. Such approval to amend this Declaration shall be obtained by action by written ballot in accordance with the Bylaws.

A Director may execute, certify, and record any duly-approved amendment or restatement of this Declaration. Any such amendment or restatement shall be prepared at the request of the Board by an attorney licensed in the State of Utah. Such amendment shall not be effective until duly recorded in the recorder's office of the County.

16.9. No Estoppel or Reliance

No one may rely upon any authorization from the Board or anyone else that is contrary to the terms and conditions of the Governing Documents, regardless of the circumstances. No claim of estoppel, waiver, or similar equitable claim or defense may be raised by anyone related to any alleged reliance.

16.10. No Representations or Warranties

EACH OWNER AND RESIDENT, AND THEIR GUESTS AND INVITEES, UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE TO A DWELLING IN, RESIDING IN, OR ENTERING UPON THE PROJECT THAT THE ASSOCIATION, ITS BOARD, AND MANAGER(S) HAVE NOT MADE AND SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, WRITTEN OR VERBAL, EXPRESSED OR IMPLIED, INCLUDING BUT NOT

LIMITED TO ANY WARRANTIES OF HABITABILITY, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

16.11. Waiver

Failure of the Association at any time to enforce any aspect of the Governing Documents shall not be construed as a waiver of the Association's right to enforce such aspects, or as an abandonment of such aspects.

16.12. Currency

Except as otherwise provided in this Declaration, all monetary amounts set forth in the Governing Documents refer to and shall be payable in United States (US) dollars.

16.13. Governing Law

This Declaration and all other of the Governing Documents shall be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws.

16.14. Jurisdiction

Any action, suit, or other proceeding arising out of this Declaration or the other Governing Documents shall be brought in the courts of the State of Utah or a federal court located therein. To the extent allowed by law, all present and former Owners and Residents, and all Persons who at any time have entered upon the Project or in any way made use of any Common Area, irrevocably consent and submit to the exclusive jurisdiction of such courts for the purpose of any such action, suit, or proceeding.

16.15. Severability

Should any term, condition, provision, or portion of the foregoing, or any other aspect of this Declaration or the other Governing Documents be held invalid or unenforceable for any reason (an "Invalid Term"), such an Invalid Term shall be removed or restructured and then interpreted as determined by a court of competent jurisdiction so as to accomplish the intent of the Governing Documents, and the balance of the Governing Documents shall remain in full force and effect.

16.16. Gender and Number

All references herein to any party shall be read with such changes in gender and number as the context or reference requires.

16.17. Headings

The headings herein are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

16.18. Dissolution


The Association may be dissolved as provided in the Articles of Incorporation. Upon dissolution of the Association, the obligations of the Association are deemed automatically assumed by the Owners in addition to any obligations any of the Owners may have to the Association pursuant to the Governing Documents. Notwithstanding dissolution of the Association, the Bylaws shall continue to remain in force until all winding up activities of the Association have been

completed.

[THE REMINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed, and the Association has thereby adopted, this Declaration as of the date first written below.

Castle Creek Homes, LLC – the Declarant

By: 
Mike Schultz, President

Village at the Bluff Homeowners Association

By: 
Leslie Harris, Director

By: 
Mike Schultz, Director

By: 
Mike Bastian, Director

State of Utah)
County of Weber) ss.

On the 5 day of January, in the year 2022, each of the above-name individuals, proven by satisfactory evidence, personally appeared before me and each, while under oath or affirmation, did state that he or she is the President of the Declarant or a duly-authorized Director of the Association as indicated above, did voluntarily sign this document on behalf of the Declarant or the Association as indicated above, and did acknowledge that the Declarant or the Association thereby executed the same.

(Seal)





NOTARY PUBLIC SIGNATURE

EXHIBIT A – Plat and Legal Description

The Plat is hereby incorporated by reference into this Exhibit A in its entirety for all of its content including the legal description(s) of the parcels(s) of the Land. A copy of the Phase 1 and Phase 2 plats follow this page.

Phase 1 Boundary Description (Phase 1 includes Lots 101-173):

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING S00°11'36"W ALONG THE SECTION LINE, 1065.50 FEET AND S89°48'24"E 1326.69 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 22; THENCE S52°57'49"E 370.70 FEET; THENCE S53°00'00"E 355.67 FEET TO THE WESTERLY LINE OF EDGEWATER PARK PHASE 1 SUBDIVISION; THENCE S00°02'58"W ALONG SAID WESTERLY LINE, 550.24 FEET; THENCE N89°50'37"W 107.31 FEET; THENCE S89°25'53"W 60.00 FEET; THENCE N89°50'37"W 105.00 FEET; THENCE WEST 309.00 FEET; THENCE N00°01'47"E 78.25 FEET; THENCE S89°54'58"W 1.97 FEET TO THE EASTERLY LINE OF TRAILSIDE PARK SUBDIVISION PHASE 7; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING THREE (3) COURSES: (1) N00°11'35"E 659.15 FEET; (2) EAST 0.74 FEET; AND (3) N00°10'46"E 250.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 447,618 SQUARE FEET OR 10.276 ACRES MORE OR LESS.

Phase 2 Boundary Description (Phase 2 includes Lots 201-230):

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

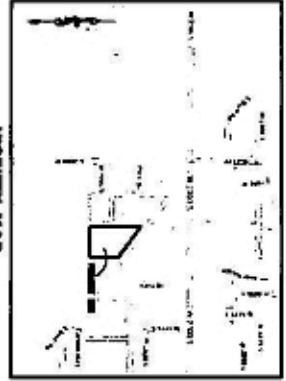
BEGINNING AT A POINT ON THE SOUTHERLY LINE OF VILLAGE AT THE BLUFF PHASE 1, SAID POINT BEING S00°11'36"W ALONG THE SECTION LINE, 2053.08 FEET AND S89°48'24"E 1328.21 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 22; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) EAST 309.00 FEET; (2) S89°50'37"E 105.00 FEET; (3) N89°25'53"E 60.00 FEET; AND (4) S89°50'37"E 106.85 FEET TO THE WESTERLY LINE OF EDGEWATER PARK PHASE 1 SUBDIVISION; THENCE S00°02'58"W ALONG SAID WESTERLY LINE, 579.00 FEET; THENCE S89°53'47"W 581.11 FEET; THENCE N00°01'47"E 580.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 336,949 SQUARE FEET OR 7.735 ACRES MORE OR LESS.

SHEET 1 OF 2

VILLAGE AT THE BLUFF PHASE 1

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
SYDRAUSE CITY, DAVIS COUNTY, UTAH
OCTOBER, 2021



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MERIDIAN OF THE U.S. SURVEY. THE BEARINGS ARE GIVEN AS TRUE BEARINGS. THE BEARINGS ARE GIVEN AS TRUE BEARINGS. THE BEARINGS ARE GIVEN AS TRUE BEARINGS.

NARRATIVE

THE SURVEY IS THE PROPERTY OF THE SURVEYOR. THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY. THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY.

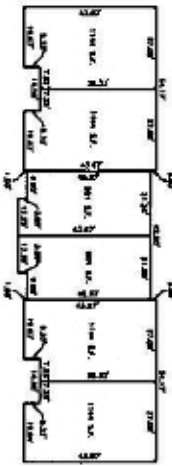
BOUNDARY DESCRIPTION

THE BOUNDARY DESCRIPTION IS THE PROPERTY OF THE SURVEYOR. THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY. THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY.

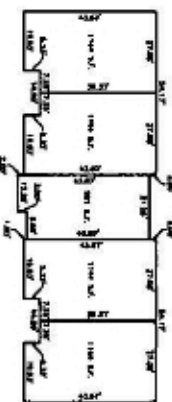
NOTES

1. ALL LINES ARE SHOWN AS PER THE SURVEY.
2. ALL LINES ARE SHOWN AS PER THE SURVEY.
3. ALL LINES ARE SHOWN AS PER THE SURVEY.
4. ALL LINES ARE SHOWN AS PER THE SURVEY.
5. ALL LINES ARE SHOWN AS PER THE SURVEY.

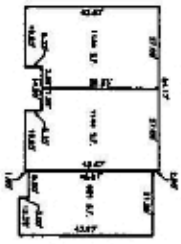
BUILDING TYPE A



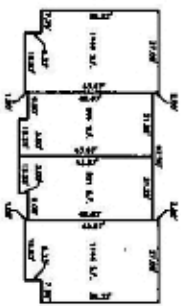
BUILDING TYPE B



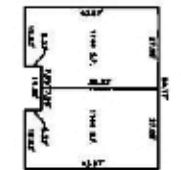
BUILDING TYPE C



BUILDING TYPE D



BUILDING TYPE E



CURVE TABLE

STATION	CHORD BEARING	CHORD DISTANCE	CURVE BEARING	CURVE DISTANCE
1+00.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00
1+100.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00
1+200.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00
1+300.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00
1+400.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00
1+500.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00
1+600.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00
1+700.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00
1+800.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00
1+900.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00
2+000.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00

LINE TABLE

STATION	CHORD BEARING	CHORD DISTANCE	CURVE BEARING	CURVE DISTANCE
1+00.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00
1+100.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00
1+200.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00
1+300.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00
1+400.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00
1+500.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00
1+600.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00
1+700.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00
1+800.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00
1+900.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00
2+000.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00

SURVEYOR'S CERTIFICATE

I, **DAVID A. BIRD**, DO HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF UTAH AND I HAVE PERSONALLY CONDUCTED THIS SURVEY AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAN IN ACCORDANCE WITH SECTIONS 17-21-17 AND 17-21-21, UTAH CODE ANNOTATED, AND I HAVE BEEN DULY QUALIFIED BY THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF UTAH. I HAVE BEEN DULY QUALIFIED BY THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF UTAH. I HAVE BEEN DULY QUALIFIED BY THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF UTAH.

Dated this _____ day of _____, 2021.

DAVID A. BIRD
LICENSED SURVEYOR

OWNER'S DECLARATION AND CERTIFICATION

WE, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, DO HEREBY CERTIFY THAT WE HAVE READ AND UNDERSTAND THE CONTENTS OF THIS PLAN AND THAT WE HAVE APPROVED THE SAME. WE HAVE APPROVED THE SAME. WE HAVE APPROVED THE SAME.

DAVID A. BIRD
LIMITED LIABILITY ACKNOWLEDGMENT

PLANNING AND DESIGN SERVICES

PROJECT NO. _____
DATE: _____

DAVID A. BIRD
LICENSED SURVEYOR

STRAUSS CITY ATTORNEY
APPROVED AND FORWARDED BY THE STRAUSS CITY ATTORNEY: _____
DATE: _____

SOCKET REGISTERED PROFESSIONAL ENGINEER
APPROVED AND FORWARDED BY THE REGISTERED PROFESSIONAL ENGINEER: _____
DATE: _____

STRAUSS CITY PLANNING COMMISSION
APPROVED AND FORWARDED BY THE STRAUSS CITY PLANNING COMMISSION: _____
DATE: _____

STRAUSS CITY ENGINEER
APPROVED AND FORWARDED BY THE STRAUSS CITY ENGINEER: _____
DATE: _____

STRAUSS CITY COUNCIL
APPROVED AND FORWARDED BY THE STRAUSS CITY COUNCIL: _____
DATE: _____

REVE & ASSOCIATES, INC.
1000 WEST 1000 SOUTH, SUITE 1000, SALT LAKE CITY, UT 84119
PHONE: (801) 466-1000
WWW.REVEANDASSOCIATES.COM

EXHIBIT B – Bylaws

The duly-adopted Bylaws of **Village at the Bluff Homeowners Association** follow this page.

BYLAWS
Village at the Bluff Homeowners Association
Syracuse, Davis County, Utah

- All Phases -

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1 DEFINITIONS

For purposes of these Bylaws, the following terms shall have the following meanings.

- A. **“Act”** means the Utah Community Association Act, Utah Code §§ 57-8a-101 *et. seq.*, as it may be amended from time to time.
- B. **“Action”** or **“action”** means an official action taken, decision made, or thing done by the Association or Board. A **“proposed action”** means a formal proposal to take an action in accordance with these Bylaws and applicable law. An action may only be taken in a meeting of Members, as an action by written ballot, in a Board meeting, or as an action without a Board meeting in accordance with these Bylaws and applicable law.
- C. **“Amenities”** means Common Area not generally considered essential for access to a Unit such as parks, play areas, clubhouses, pools, and other nonessential or recreational facilities. **“Amenities”** does not mean Common Areas such as Association streets, sidewalks, and other Common Area generally considered essential for access to a Unit or Limited Common Area appurtenant to a particular Unit.
- D. **“Articles”** or **“Articles of Incorporation”** means the most recent articles of incorporation or merger of the Association as they may be amended or restated from time to time, and as duly filed with the state in which the Association is incorporated.
- E. **“Association”** means **Village at the Bluff Homeowners Association** and, as the context requires, the property, Directors, Officers, Managers, or other agents of the Association.
- F. **“Attorney-in-Fact”** or **“attorney-in-fact”** means an individual who is authorized to act as an agent of a Person or an estate as evidenced by a duly-executed Power of Attorney, Designation of Agent, Letter Testamentary, Letter of Administration, or similar authorizing document. An attorney-in-fact may act on behalf of an Owner or, if the attorney-in-fact represents a deceased Owner’s estate may act with respect to the deceased Owner’s Unit as if the Owner, for purposes of all meetings, proxies, and voting described in the Governing Documents but not for purposes of eligibility requirements.
- G. **“Board”** or **“Board of Directors”** means the entity, regardless of name, with primary authority to manage the affairs of the Association.
- H. **“Bylaws”** means the most recent bylaws of the Association as they may be amended or restated from time to time, and as duly recorded in the recorder’s office of the county in which the Association is located.
- I. **“Common Area”** means property owned or managed by the Association that is designated for the use of one or more of the Units, Owners, or Residents. Non-resident Owners may be limited in their use of various Common Areas as provided by the Governing Documents or applicable law.
- J. **“Control Period”** means the Declarant’s period of administrative control over the Association.
- K. **“Declarant”** means **Castle Creek Homes, LLC**, a Utah entity, and its successors or assigns. The Declarant may delegate or assign all or any part of its rights hereunder.

- L. **"Declaration"** means the declaration of covenants, conditions, and restrictions of the Association as they may be amended or restated from time to time, and as duly recorded in the county in which the Association is located.
- M. **"Director"** means a member of the Board of Directors.
- N. **"Good Standing"** means: (1) free from any past-due assessments, fines, or other amounts owed to the Association; and (2) free from any unresolved Violations for which written notice has been issued by the Association. A Member is in Good Standing only if all of the Owner(s) and Resident(s) of the Member's Unit are in Good Standing and if the Member's Unit itself is in Good Standing.
- O. **"Governing Documents"** means the Association's duly-recorded Declaration, Bylaws, and Plat; the Association's Articles of Incorporation, as applicable; the duly adopted Resolutions of the Board or membership of the Association; and the duly adopted Rules of the Association.
- P. **"Limited Common Area"** means Common Area that is designated for the use of fewer than all of the Units, Owners, or Residents.
- Q. **"Lot"** means any residential building lot shown on the Plat.
- R. **"Manager"** means any Person engaged by the Board to manage all or part of the Association. Actions of a Manager shall be considered acts of the Association and the Board.
- S. **"Member"** means the Owner of a Unit or, if multiple Owners, all such Owners taken together, such that there is a single Member per Unit and such that notice given to any one such Owner shall be considered notice given to the Member and all such Owners
- T. **"Minutes"** means an official record of the actions taken in (as opposed to a transcript of) a meeting of Members, a Board meeting, a meeting of a committee, action taken by written ballot, and action taken without a Board meeting. Minutes should include: (1) the name of the Association; (2) the type of meeting or a description of the proposed action; (3) the date, time, and place of the meeting or events related to the proposed action; (4) the names of the Directors, Officers, and Owners or their proxies or attorneys-in-fact present at the meeting or involved in an action; (5) whether a quorum was present at the meeting or in the action; and (6) whether the Minutes of a previous meeting or action were approved as read, or as corrected if approved.
- U. **"Nonprofit Act"** means the Utah Revised Nonprofit Corporation Act, Utah Code §§ 16-6a-101 *et seq.*, as it may be amended from time to time.
- V. **"Officer"** means a Person appointed as an officer of the Association by the Board in accordance with these Bylaws.
- W. **"Owner"** means a Person holding a Present Ownership Interest in a Unit. *See also* Attorney-in-Fact and Owner Representative.
- X. **"Owner Representative"** means a director, officer, member, manager, trustee, or other authorized representative of an Owner that is a legal entity. Anything contrary notwithstanding, an Owner Representative shall be considered an Owner for purposes of all meetings, proxies, voting, and eligibility requirements described in the Governing Documents.

- Y. **“Person”** means a natural person and a corporation, trustee, or other legal entity.
- Z. **“Plat”** means the one or more plat maps describing the real property of and within the Association as such plats may be amended or restated from time to time, and as duly recorded in the county in which the Association is located.
- AA. **“Present Ownership Interest”** means, with respect to a Unit, (1) a fee simple interest; (2) a joint tenancy, a tenancy in common, or tenancy by the entirety; (3) the interest of a tenant shareholder in a cooperative; (4) a life estate; and (5) an interest held in trust for a Person. Notwithstanding the foregoing, a Present Ownership Interest shall not include a security interest in the Unit such as held under a mortgage, deed of trust, or like instrument.
- BB. **“Resident”** means a natural person who resides in a Unit; such a person may be: (1) an Owner; (2) an Owner Representative; (3) a tenant; (4) a dependent or family member of, or member of the same household as, any of the foregoing; or (5) any other Person who resides in the Association.
- CC. **“Resolution”** means a formal written document of the Association in its capacity as a nonprofit corporation that describes an action(s) taken by the Board or the membership of the Association. A Resolution is operable under the Nonprofit Act and is superior to and takes precedence over a Rule but is void to the extent it conflicts with applicable law, this Declaration, the Articles of Incorporation, or the Bylaws. Notwithstanding the foregoing, a Resolution shall be considered a Rule for purposes of the Act.
- DD. **“Rule”** means a duly-adopted rule, regulation, policy, procedure, or the like, but not a Resolution, established by the Board for the purpose of the operation, administration, control, or regulation of the Association.
- EE. **“Unit”** means a residential dwelling constructed and as further defined by the Declaration.
- FF. **“Violation”** means an act or condition that is not in compliance with the provisions of the Governing Documents.

2 MEETINGS OF MEMBERS

2.1 Annual Meetings of Members

As scheduled by the Board, one annual meeting of Members shall be held during the first quarter of each calendar year at a place and time designated by the Board. The primary purpose of the annual meeting shall be for electing members of the Board.

2.2 Special Meetings of Members

Special meetings of Members may be called at any time by the Board or upon written request signed by a majority of the Members and provided to the Board. Such a written request shall state the specific purpose for the meeting requested. The Board shall designate the place, time, and purpose of a special meeting. Anything contrary notwithstanding, the Board remains the only body authorized to act for and on behalf of the Association and its Members.

2.3 Electronic Meetings of Members

To the extent arranged by the Board, any or all Members may participate in an annual, special, or other meeting of Members by, or the meeting may be conducted through the use of, any means of communication by which all individuals participating in the meeting may hear each other during the meeting. A Member participating in such a meeting is considered to be present in person at the meeting.

2.4 Notice of Meetings of Members

The Association shall give to each Member entitled to vote at a meeting of Members written notice of the place, date, time, and purpose of the meeting no less than ten (10) days and no more than thirty (30) days before the meeting. Notice shall be mailed to Members via first-class or registered mail, or provided by electronic means such as email or the Association's website, or given as otherwise provided by law.

Written notice of a meeting of Members shall include a description of any matter(s) that must be approved by the Members or for which the Members' approval is sought.

When giving written notice of a special meeting of Members that was requested by a majority of the Members, the Association shall give notice of the specific purpose for the meeting and any matter that a Member intends to raise for Member approval at the meeting if requested to do so in a signed writing by a person entitled to call the meeting and the request is received by a member of the Board at least ten (10) days before the Association gives notice of the meeting.

2.5 Action by Written Ballot

At the discretion of the Board, or upon written request signed by Owners representing a majority of the Units and provided to the Board, any action that may be taken at a meeting of Members may alternatively be taken without a meeting and without prior notice if the Association delivers a written ballot in accordance with the following requirements to every Member eligible to vote.

The Secretary shall keep and maintain Minutes of actions by written ballot.

2.5.1 Effect

Any action taken by written ballot has the same effect as action taken at a meeting of Members, and may be described as such in any document.

2.6 Quorum at Meetings of Members

Except as otherwise provided in the Declaration or these Bylaws, the quorum required at a meeting of Members shall be those Owners present in person or by proxy at the meeting.

2.7 Eligibility of Members to Vote

A Member must be eligible to vote for its vote to be counted. A Member is eligible to vote in a meeting of Members or in an action by written ballot only if that Member is in Good Standing for at least thirty (30) days prior to the date of the meeting of Members or the date the written ballot is postmarked, sent, or otherwise delivered. A Member is in Good Standing only if all of the Owner(s) and Resident(s) of the Member's Unit

are in Good Standing and if the Member's Unit itself is in Good Standing. A Member that is not eligible to vote is, for purposes of the Nonprofit Act, not entitled to vote.

2.8 Voting at Meetings of Members

Any action taken at a meeting of the Members shall be taken by written ballot. Written ballots for such action may be delivered to the Members with written notice of the meeting or at the meeting.

Following a vote at any meeting of Members, the Association shall provide notice of the action taken by written ballot to the Members.

2.9 Proxy Appointments by Members

Members may vote in person or by proxy in all meetings of Members.

2.9.1 Content

Each proxy appointment form shall (1) clearly appoint a named individual as the appointing individual's attorney-in-fact and agent to vote as proxy for the appointing individual at a meeting(s) of Members; (2) include a statement that the appointing individual signing the proxy appointment form is certifying under penalty of perjury that the provided information is complete, true, and correct and that, if the Owner is a legal entity, the appointing individual is a duly-authorized representative of the Owner for purposes of the proxy appointment (collectively the "Required Proxy Content").

In addition to the Required Proxy Content, each proxy appointment form shall include clearly-identified locations or fields for the appointing individual to provide the following information: (1) the physical address of the Unit for which the proxy is being appointed; (2) the printed name of the individual being appointed; (3) the date of the meeting at which the proxy is to be exercised or other period of time during which the proxy appointment is valid, as allowed by law; (4) the day, month, and year the proxy appointment form is signed; (5) the appointing individual's signature; and (5) the appointing individual's full legal name (collectively the "Proxy Information").

Exhibit A is an example proxy appointment form that meets the requirements of these Bylaws.

2.9.2 Receipt

An original proxy appointment or a complete copy thereof, electronic or otherwise, must be received by the Association no later than the scheduled date and time of the meeting but no more than one week before such time.

2.9.3 Validity

Each proxy appointment, or complete copy thereof, provided to the Association must be timely received by the Association. Any ballot not timely received by the Association shall not be considered valid and shall not be counted.

Each proxy appointment, or complete copy thereof, returned to the Association shall include all the Required Proxy Content and all of the required Proxy Information. A proxy appointment received by the Association shall not be considered valid and shall not be effective if it does not include all the Required Proxy Content

and all of the required Proxy Information or if any of the Proxy Information is not provided in a reasonably legible form or in the identified locations or fields provided on the proxy appointment form for such information.

If multiple proxies are appointed for a particular Unit, the only valid one is that which was issued latest in time; if it is not clear which was issued latest in time then all shall be considered invalid. Acts by invalid proxy shall be considered invalid.

If an Owner dies or is found incompetent after making proxy appointment, the Owner's proxy is valid unless the Association has been notified in writing prior to use of the proxy.

The duly-executed documentation of an attorney-in-fact, if timely received by the Association, shall be accepted in lieu of a proxy appointment.

2.9.4 Revocation

A proxy appointment may be revoked by the issuing Owner or its attorney-in-fact by attending a meeting and voting in person, or by delivering a subsequent proxy appointment that is received by the Association no later than the scheduled date and time of the meeting but no more than one week before the meeting.

2.10 Conduct at Meetings of Members

The Board, or its authorized representatives, shall preside at all meetings of Members. The Secretary, or other authorized person, shall keep and maintain Minutes of meetings of Members.

All voting, including for Directors, at a meeting of Members shall take place using written ballots as described below.

During a meeting of Members, the board shall provide a reasonable opportunity for Owners to offer comments; the Board may limit such comments to one specific time period during the meeting.

Attendance at meetings of Members is limited to Owners or their attorneys-in-fact or proxies, and any Manager. Residents and others that are not Owners may not attend meetings of Members.

The Board may adopt further policies and procedures in the form of Rules with regard to conduct at meetings of Members.

2.11 Written Ballots

2.11.1 Content

Each written ballot shall: (1) briefly describe one and only one proposed action; (2) provide an opportunity to vote for or against the proposed action; (3) specify the period of time during which the completed ballot must be received by the Association in order to be valid and counted; (4) indicate the number of valid returned ballots needed to meet quorum requirements; (5) state the percentage or other amount of approvals necessary to approve the proposed action; (6) include a statement that only one vote is allowed per Unit and that if more than one ballot is received by the Association from the Owner(s) or its proxy(s) or agent(s) for the same Unit than all of the ballots received for that Unit shall be considered invalid and shall not be counted; (7) include a statement that the voter signing the ballot is certifying under penalty of perjury that the provided

information is complete, true, and correct and that, if the Owner is a legal entity, the voter is a duly-authorized representative of the Owner for purposes of the action by written ballot; and (8) be accompanied by written information sufficient for Members to reach an informed decision on the proposed action (collectively the "Required Ballot Content").

In addition to the Required Ballot Content, and with respect to an Owner and its Unit for which a ballot may be cast, each written ballot shall also include clearly-identified locations or fields for the voter to provide the following information: (1) the physical address of the Unit; (2) the printed full legal name of the Owner; (3) an indication as to whether the Owner is a legal entity; (4) the current physical address of the Owner; (5) the voter's printed full legal name, if different than that of the Owner; (6) the voter's current physical address, if different than that of the Owner; (7) the voter's current email address; (8) the voter's current telephone number; (9) the voter's signature; (10) an indication as to whether the voter signing the ballot is: (a) the Owner, (b) the Owner's proxy or agent, or (c) the Owner's authorized representative if the Owner is a legal entity (collectively the "Voting Information").

Except as otherwise provided by the Declaration, the period of time during which completed ballots must be received by the Association shall be at least thirty (30) days and no more than 90 days, or such other period of time allowed by law.

Except as otherwise provided by the Declaration, the number of valid ballots required to meet quorum requirements shall be the number of valid ballots timely received by the Association.

Except as otherwise provided by the Declaration, the percentage or other amount of approvals necessary to approve a proposed action shall be a majority of the valid ballots cast in approval of the proposed action. Alternatively, if the ballot is for the election of one or more candidates, the candidate(s) receiving the largest number(s) of votes shall be the percentage or other amount of approvals necessary to elect the candidate(s).

A completed written ballot that, after reasonable investigation by and in the judgement of the Board, is deemed to not be what it purports to be: (1) shall not be considered valid and shall not be counted; or (2) may, within a reasonable period of time after the action but not to exceed ten (10) days, be declared invalid and, at the discretion of the Board, the election results may be adjusted accordingly. Such a declaration shall be in writing signed by a majority of the Directors, such writing shall include the records of the investigation and shall be kept with the Minutes of the action by written ballot.

A written ballot may be in electronic form; signatures on written ballots may be scanned or may be digital or electronic signatures in any form consistent with Utah law.

Exhibit B is an example written ballot for voting on a single proposed action that meets the requirements of these Bylaws.

Exhibit C is an example written ballot for the election of a Director(s) that meets the requirements of these Bylaws. Each such ballot may need to be accompanied by additional written information as needed for Members to reach an informed decision with respect to the candidates.

2.11.2 Delivery

Written ballots and any related information shall be delivered to Owners in person, by mail, or by electronic means including email or a website, or delivered as otherwise provided by law.

2.11.3 Receipt

Members shall be given at least thirty (30) days from the day on which the written ballots and any related information are delivered before their completed written ballots must be received by the Association, except as otherwise provided by law. Members may return their completed written ballots, or complete copies thereof, to the Association in person, by mail, by email, or by any other means allowed by law. Notwithstanding the foregoing, completed written ballots used at a meeting of the Members shall be returned in person or electronically when called for during the meeting.

Once a completed written ballot has been received by the Association, it cannot be revoked.

2.11.4 Validity

Each completed written ballot, or complete copy thereof, returned to the Association must be timely received by the Association. Any ballot not timely received by the Association shall not be considered valid and shall not be counted.

Each completed written ballot, or complete copy thereof, returned to the Association shall include all the Required Ballot Content and all of the required Voting Information. A ballot received by the Association shall not be considered valid and shall not be counted if it does not include all the Required Ballot Content and all of the required Voting Information or if any of the Voting Information is not provided in a reasonably legible form or in the identified locations or fields provided on the written ballot for such information.

If more than one valid written ballot is received by the Association from the Owner(s), their proxies, and/or agents for the same Unit, then all of the ballots received for that Unit shall be considered invalid and shall not be counted.

Except as otherwise provided by the Governing Documents, a Member's written ballot may not be revoked once it is received by the Association.

3 BOARD OF DIRECTORS

3.1 Number of Directors

The Board shall be composed of three (3) individuals.

3.2 Term of Directors

Directors shall serve for a term of two (2) years; provided, however, that the first Board shall identify one of the three Directors to serve for a one-year term with the other two Directors serving a two year term. Thereafter, all Directors elected shall serve for a two year term. Board members shall continue to serve until their respective successors are elected, or until their death, resignation, or removal.

3.3 Eligibility Requirements for Directors

Each member of the Board shall at all times be an Owner. Notwithstanding, should multiple Owners hold a Present Ownership Interest in the same Unit, only one of those Owners can be a member of the Board at any one time. An Owner need not be a Resident to be a member of the Board.

Notwithstanding the foregoing, if, after written notice of a meeting of Members for the purpose of electing a Director(s), no Owner volunteers to fill a vacancy on the Board within a reasonable time, such as at an annual meeting of Members, then the remaining Director(s) or, if none, the Manager, shall select a non-Member Director to fill the vacancy. The selected non-Member may be any Person including any representative of the Manager.

3.4 Powers and Duties of the Board

Except as limited by the Declaration or Articles of Incorporation, the Board shall have all the powers and duties provided for by law, including but not limited to administering the Association's affairs, performing the Association's responsibilities, and exercising the Association's rights as set forth in applicable law and the Governing Documents.

The authority of each Director is equal to that of all other Directors, regardless of any office each Director may hold.

3.5 Delegation of Powers and Duties of the Board

To the extent allowed by law, the Board shall have power and authority to delegate from time to time its powers, authorities, duties, and discretions to one or more managers, officers, committees, volunteers, or other agents, subject to any limitations in the Declaration, Articles of Incorporation, or these Bylaws.

3.6 Resignation of Directors

A Director may resign at any time by delivering a written resignation to the Board. Unless otherwise specified in the written resignation, it shall take effect upon delivery.

The failure of a Director to attend at least two (2) consecutive Board meetings over a period of at least two (2) consecutive months shall be effective as a resignation by the Director if confirmed by an affirmative vote of the Board, unless the Director notified the Board of his or her inability to attend in writing, electronic or otherwise, in advance of each unattended meeting. The failure of a Director to attend at least four (4) consecutive Board meetings over a period of at least four (4) consecutive months shall be effective as a resignation by the Director if confirmed by an affirmative vote of the Board, regardless of the Director's notice to the Board.

3.7 Removal of Directors

A Director may be removed from the Board at any time with or without cause. Removal of a Director from the Board shall require a vote by written ballot in which at least fifty-one percent (51%) of the Members vote to remove the Director. The vote to remove the Director shall take place only at a special meeting of Members with the written notice stating that the purpose of the meeting is to vote to remove the Director.

4 NOMINATION AND ELECTION OF DIRECTORS

4.1 Nomination of Directors

Nominations for election to the Board may be made in advance of an annual meeting of Members by written solicitation for nominations. Such solicitation shall be delivered to all eligible Members no less than fifteen (15) days and no more than thirty (30) days before written notice of an annual meeting of Members. Such solicitation shall indicate: (1) the number of Director to be elected; (2) the term and eligibility requirements for Directors; (3) the date by which written nominations must be received by the Association; and (4) a statement that each nominee must provide a signed writing accepting such nomination and certifying that he or she meets the eligibility requirements for Directors.

All nominations and signed acceptances must be received by the Association no later than three (3) days before the written notice of the annual meeting of Members is sent. Written ballots that include the names of the self-certified nominees as candidates shall be sent with the written notice of the annual meeting of Members.

Nominations for election to the Board may alternatively be made from the floor at an annual meeting of Members.

4.2 Election of Directors

The election of Directors shall be by written ballot. The candidates receiving the largest number of votes shall be elected. Cumulative voting is not authorized.

A Director may elected to serve consecutive terms.

4.3 Vacancies on the Board

In the event of the death, resignation, or removal of a Director, his or her successor shall be selected by the remaining Directors, regardless of the number of remaining Directors, and shall serve for the unexpired term of his or her predecessor.

5 MEETINGS OF THE BOARD

5.1 Quarterly Board Meetings

Meetings of the Board shall be held quarterly, or more frequently and at any other time as determined by the Board, and shall be held at a place and time designated by the Board.

A gathering of some or all of the members of the Board at which they do not conduct or vote on Association business is not considered a Board meeting.

5.2 Electronic Board Meetings

To the extent arranged by the Board, any or all Directors may participate in a Board meeting by, or the meeting may be conducted through the use of, any means of communication by which all individuals

participating in the meeting may hear each other during the meeting. A Director participating in such a meeting is considered to be present in person at the meeting.

5.3 Notice of Board Meetings to Directors

Notice of Board meetings shall be provided to Directors by email or other electronic means at least 48 hours before a Board meeting. This notice requirement shall be deemed waived for a Board meeting held to address an emergency for which 48 hours' notice is not reasonable.

Directors shall provide an email address to the Board for purposes of notice of Board meetings.

5.4 Notice of Board Meetings to Owners

The Association shall provide notice of a Board meeting by email to Owners that have requested in writing to be notified of Board meetings and have provided a valid email address, unless notice of the Board meeting is included in a Board meeting schedule that was previously provided to Owners, or the Board meeting is to address an emergency and each Director receives notice of the emergency Board meeting less than 48 hours before the meeting.

Notice of Board meetings to Owners shall state the place, date, and time of the Board meeting. If any Director may participate in a Board meeting via electronic means, the notice to Owners shall provide the information necessary to allow attending Owners to also participate via the electronic means.

5.5 Action without a Board Meeting

As further described in the following subsections, the Board may take any action without a Board meeting that may be taken at a Board meeting by obtaining written approval of a proposed action by a majority of the Directors, electronic or otherwise. Any action so approved shall have the same effect as though taken at a Board meeting.

The Secretary shall keep and maintain Minutes of actions taken without a meeting.

5.5.1 Consent

Prior to taking an action without a Board meeting, all Directors must consent in writing to taking the action.

A Director may revoke his or her written consent by submitting a signed revocation that is received by the Secretary prior to the Secretary receiving the last signed vote for the action being taken.

Such written consents and revocations, and all other written communications, electronic or otherwise, regarding an action to be taken without a Board meeting, shall be kept and maintained with the Minutes of such action.

5.5.2 Written Notice

After obtaining signed consents from all Directors, written notice of the action to be taken without a Board meeting shall be sent to all members of the Board. Such notice shall state: (1) the action to be taken; (2) the time by which each Director must respond to the notice; (3) that failure to respond by the time stated in the notice will have the same effect as: (a) abstaining in writing by the time stated in the notice; and (b) failing to

demand in writing by the time stated in the notice that the action not be taken without a meeting. Such notice may be sent to Directors electronically or otherwise.

5.5.3 Voting

In response to the written notice of the action to be taken without a Board meeting, each Director may, by the time stated in the notice, return his or her signed writing to the Secretary: (1) for the action; (2) against the action; (3) abstaining from voting; or (4) demanding that action not be taken without a meeting. Such a signed writing may be returned electronically or otherwise.

A Director's failure to respond to the written notice by the time stated in the notice will have the same effect as the Director abstaining in writing by the time stated in the notice.

A Director's timely demand that action not be taken without a meeting shall operate as the Director's revocation of consent. In such a case, the action cannot be taken without a Board meeting. Otherwise, the action is approved only if a majority of the Directors vote in approval of the action.

Signatures on writings may be scanned or may be written, digital, or electronic signatures in any form consistent with Utah law. An email or other electronic transmission by a Director that communicates his or her vote, abstention, demand, or revocation regarding an action shall be considered a signed writing.

5.5.4 Effect

Any action taken without a Board meeting has the same effect as action taken at a Board meeting, and may be described as such in any document.

5.6 Quorum at Board Meetings

A majority of the number of Directors shall constitute a quorum sufficient for the Board to conduct Association business.

5.7 Proxy Appointments by Directors

Directors shall attend Board meetings themselves as opposed to by proxy; no proxy appointment by a Director for purposes of a Board meeting shall be effective.

5.8 Conduct at Board Meetings

The President or an authorized individual shall preside at Board meetings. The Secretary or other authorized individual shall keep and maintain Minutes of Board meetings.

Attendance at Board meetings is limited to Directors and those Owners that have requested in writing to be notified of Board meetings, or their attorneys-in-fact, and any Manager invited by the Board; Non-Owners may not attend Board meetings.

The Board may elect to enter an executive session to: (1) consult with an attorney for the purpose of obtaining legal advice; (2) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (3) discuss a personnel matter; (4) discuss a matter relating to contract negotiations, including review of a bid or proposal; (5) 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; or (6) discuss a delinquent assessment or fine.

Owners who attend Board meetings may be present for all discussion, deliberation, and decisions except when the Board is in executive session.

Owners shall comply with all reasonable policies and procedures established in the form of Rules by the Board for their attendance, and shall remain silent except when comments are solicited by the Board. The Board may limit attendees' comments to a specific time period during the meeting.

The Board may adopt further policies and procedures in the form of Rules with regard to conduct at Board meetings.

5.9 Action by the Board

Any act of the Board shall be valid, if the required quorum is present at the time of the act, unless otherwise required by law, the Declaration, or these Bylaws. Each Director present shall have one vote.

6 OFFICERS

6.1 Elected and Appointed Officers

The elected officers of the Association shall be: (1) a president, (2) a vice-president, (3) a secretary, and (4) a treasurer.

The Board may appoint additional officers from time to time, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may determine.

6.2 Term of Officers

Elected officers shall serve for a term of one (1) year and shall continue to serve until their respective successors are elected, or until their death, resignation, or removal. Elected officers shall assume their duties at the close of the Board meeting at which they are elected.

Appointed officers shall serve until their death, resignation, or removal, with or without cause, by the Board.

6.3 Eligibility Requirements for Officers

The president, vice-president, and secretary shall at all times be Directors. The office of treasurer may be held by any Officer, elected or appointed.

An appointed Officer may be any Person deemed qualified by the Board whether or not that Person is an Owner.

No Person, Director or otherwise, shall be eligible to hold more than two (2) offices at the same time.

6.4 Election of Officers

At the first Board meeting following the election or selection of a new Director(s), the Board shall elect: (1) a president, (2) a vice-president, (3) a secretary, and (4) a treasurer.

An elected Officer may be elected to serve consecutive terms.

6.5 State Registration Requirement

Within ninety (90) days of the election of a new president of the Association, and in accordance with the section 57-8a-105 of the Act, the Association shall update its registration with the Utah Department of Commerce to reflect the name, address, telephone number, and email address of the new president, who shall be considered the chair of the Board for purposes of such registration.

6.6 Duties of Officers

Officers shall perform the duties provided in this section and such other duties as may be prescribed for their offices in the Governing Documents.

6.6.1 President

The president shall: (1) preside at all meetings of Members and of the Board; (2) conduct or appoint another to conduct such meetings; (3) manage the administration of the Association's affairs; (4) manage the performance of the Association's responsibilities; (5) manage the exercising of the Association's rights; (6) manage the enforcement of the provisions of the Governing Documents; and (7) carry out all other duties prescribed by the Governing Documents and applicable law.

6.6.2 Vice-President

The vice-president shall: (1) during the absence or disability of the president, perform all the duties of the president; and (2) perform such other duties as may be prescribed by the president or the Governing Documents.

6.6.3 Secretary

The secretary, or other person appointed by the Board, shall: (1) attend meetings of the Association; (2) record all votes and minutes of meetings in records to be kept for that purpose; (3) give notice of meetings of Members and of the Board; (4) maintain a list of Members entitled to vote at each meeting of Members, the list indicating the Owners' names and corresponding Unit addresses; (5) create and maintain a record of Owners who attend a meeting of Members, including a signature of each attending Owner; (6) maintain Association documents and records as required by law; and (7) perform such other duties as may be prescribed by the Board or the Governing Documents.

6.6.4 Treasurer

The Treasurer, or other person appointed by the Board, shall: (1) have the custody of the Association funds and securities; (2) maintain complete and accurate accounts of receipts and disbursements in the Association's books; (3) deposit all money and other valuables in the name and to the credit of the Association in such depositories as may be designated by the Board; (4) disburse the funds of the Association as may be ordered

or authorized by the Board, and preserve proper vouchers for such disbursements; (5) prepare the Association's annual financial report; (6) render to the president at the regular Board meetings, or whenever required, an account of the financial condition of the Association; (6) render a full financial report at the annual meeting of Members; (7) upon request, be furnished by all Officers and Association agents with such reports and statements as may be required regarding all financial transactions of the Association; and (8) perform such other duties as may be prescribed by the Board or the Governing Documents.

6.7 Delegation of Duties of Officers

Unless otherwise provided by the Governing Documents, an elected Officer may delegate duties to any other Officer, elected or appointed, and may engage one or more volunteer assistants from time to time.

An appointed Officer may not delegate duties without written approval of the Board, but may engage one or more volunteer assistants from time to time. The Board may withdraw written approval to delegate duties at any time with or without cause.

A Manager may perform one or more of the duties of any Officer at any time at the discretion of the Board.

6.8 Resignation of Officers

An Officer may resign at any time by delivering a written resignation to the Board. Unless otherwise specified in the written resignation, it shall take effect upon delivery.

6.9 Removal of Officers

An Officer may be removed from office at any time with or without cause. Removal of an Officer, elected or appointed, from office shall require a majority vote of the Board. Notwithstanding, an Officer removed from office who is also a Director shall remain a Director unless also removed as a Director.

7 NOMINATION AND ELECTION OF OFFICERS

7.1 Nomination of Officers

Nominations for election to an office may be made by members of the Board from the floor of a Board meeting, or by a candidate seeking the office by providing a signed writing to the Board no less than one (1) day and no more than thirty (30) days before the Board meeting.

7.2 Election of Officers

The election of elected Officers shall be by majority vote of the Board and shall take place at the first Board meeting following an annual meeting of Members. The candidates receiving the largest number of votes shall be elected. Cumulative voting is not authorized.

An elected Officer may be re-elected to the same office any number of times.

7.3 Vacancies of Offices

In the event of the death, resignation, or removal of an elected Officer, his or her successor shall be elected by the Board and shall serve for the unexpired term of his or her predecessor.

8 COMMITTEES

The Board may appoint such committees as deemed appropriate in carrying out the purposes of the Association, including appointment of an Architectural Committee. Except as otherwise provided by the Declaration or Articles of Incorporation, a committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee, or revoke any assigned powers, duties, or responsibilities, at any time with or without cause.

The Board may adopt further policies and procedures in the form of Rules with regard to committees and their composition, powers, duties, responsibilities, proceedings, conduct, or any other matter.

Except as provided by the Declaration or Articles of Incorporation, all committees shall be advisory in nature; the Board remains the only body authorized to act for and on behalf of the Association and its Members.

9 RULEMAKING PROCEDURES

9.1 Authority for Rulemaking

In accordance with applicable law, the Board shall have the authority to adopt, amend, modify, cancel, limit, create exceptions to, expand, or enforce Rules.

9.2 Procedures for Rulemaking

Before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding a Rule, the Board shall: (1) at least fifteen (15) days before the Board will meet to consider a change to the Rules, deliver notice to the Members that the Board is considering a change to the Rules; (2) provide an open forum at the Board meeting giving Owners an opportunity to be heard at the Board meeting before the Board takes action to change the Rules; and (3) deliver a copy of the change in the Rules approved by the Board to the Members within 15 days after the date of the Board meeting.

A Rule may not be inconsistent with any provision of the Declaration, the Articles of Incorporation, these Bylaws, or a duly-adopted Resolution.

9.3 Notice for Rulemaking

Notice relating to a change to the Rules shall be mailed to Members via first-class or registered mail, or provided by electronic means including email or the Association's website, or given as otherwise provided by law.

9.4 Effective Date of Rules

A Rule, or any change thereto, shall become effective ten (10) days after the date that it is provided to the Members by first-class or registered mail, electronic means including email or the Association's website, or as otherwise provided by law.

9.5 Applicability of Rules

Owners, Residents, and, to the extent allowed by law, all Persons who enter upon or in any way make use of the Common Area, shall be subject to enforcement of the Governing Documents.

Owners and Residents shall be jointly and severally liable for violations of the Governing Documents by the non-owner Residents of the Owners' Units, including the tenants of their Units. Tenants are not responsible for the violations of Owners with respect their rental Units provided the tenants do not contribute to such violations.

9.6 Limitations in Rulemaking

9.6.1 Equal Treatment

A Rule shall treat similarly situated Owners and Residents similarly.

9.6.2 Retroactive Rules

A Rule shall not retroactively require a Resident to dispose of personal property within the Association before the adoption of the Rule if the personal property was in compliance with the Governing Documents before the Rule was in force. This limitation does not apply to subsequent Unit owners that take title to the Unit after adoption of the Rule.

9.6.3 United States Flag

The Association shall not prohibit, by Rule or otherwise, a Resident from displaying the United States flag inside a Unit or Limited Common Area, or on a Lot, if the display complies with United States Code, Title 4, Chapter 1, The Flag, and with Utah Code Title 57, Chapter 24, Display of Flag, but, notwithstanding this prohibition, for displaying the United States flag no Owner, Resident, or any other Person has a right to modify Limited Common Area, or to utilize or modify Common Area in a manner that is inconsistent with or not authorized by the Governing Documents.

10 ENFORCEMENT PROCEDURES

10.1 Authority for Enforcement

In accordance with applicable law, the Board shall have the authority to enforce the Governing Documents. The Board may not be arbitrary, capricious, or act against public policy in taking or not taking enforcement action. The Board shall ensure consistent administration and enforcement of the Governing Documents.

Failure to enforce a provision of the Governing Documents shall not constitute a waiver or modification of that provision.

10.2 Reporting a Violation

Any person may report an alleged violation of the Governing Documents to the Board or Manager. For such a report to be actionable, it must include: (1) the name, address, email address, and phone number of the person making the report; (2) the name and address of the Owner or Resident, or the address of the Unit, allegedly in violation; (3) a description of the violation including the approximate date and time it occurred or was witnessed by the person making the report; (4) an identification the provision(s) of the Governing Documents was allegedly violated; and (5) a certification by the person making the report substantially stating the following, "I CERTIFY UNDER PENALTY OF PERJURY THAT I PERSONALLY WITNESSED THE VIOLATION I AM REPORTING AND THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION I AM PROVIDING IS TRUE AND CORRECT. I understand that I may be called as a witness of the violation if my report results in an informal hearing before the Board." A report should include pictures of the violation when possible.

Exhibit D is an example violation report form that meets the requirements of these Bylaws.

An alleged violation is not an actual violation until confirmed by the Board or Manager and a Notice of Violation or a Notice of Fine, as applicable, has been issued.

10.3 Effect of Violations

An Owner, Resident, or Unit shall be deemed not in Good Standing during the period of time beginning on the effective date of any notice of violation or notice of fine issued to such Owner, Resident, or Unit and extending through the date that the violation has been resolved and any fines issued have been paid in full. Owners that are not in Good Standing, and Owners of Units that are not in Good Standing, may become ineligible to vote in Association elections and/or make use of Amenities. Residents that are not in Good Standing may become ineligible to make use of Amenities. Such ineligibility shall be communicated by written notice in the same manner as a Notice of Fine to the ineligible party(s) and, if such party(s) is a tenant of a Unit, to the Owner of the rental Unit.

10.4 Notice of Violation

In the event of a violation of the Governing Documents, the Association should issue a notice of violation against the offending party or the offending Unit, as the case may be.

A notice of violation shall only be issued for a violation of a Rule, covenant, condition, or restriction that is found in the Governing Documents.

10.4.1 Content

A notice of violation shall be in writing and shall include: (1) identification of the Unit and, as applicable and available, the party in violation; (2) a brief description of the violation; (3) the date on or about which the violation occurred or was discovered; (4) identification of the provision(s) of the Governing Documents that was violated; (5) a statement that a fine may be assessed if: (a) the violation remains unresolved beyond a stated period of time (which period of time shall be not less than one (1) day and not more than ten (10) days from the date of the notice of violation, or as otherwise provided by law); or (b) a similar violation occurs within one year from the date of the written notice of violation; and (6) a statement explaining how the violation can be resolved.

Exhibit E is an example notice of violation that meets the requirements of these Bylaws.

10.4.2 Delivery

A notice of violation should be delivered via registered or certified mail, return receipt requested, but may be sent in any manner authorized by law.

If the offending party is a tenant of a Unit that is being rented, the notice of violation should be delivered to both the tenants and Owner of the rental Unit.

Copies of all issued notices of violation shall be maintained in the records of the Association.

10.4.3 Effective Date

A notice of violation is effective at the earliest of the following: (1) the date received; (2) five (5) days after the date of mailing; or (3) the date the receipt is signed by or on behalf of the addressee when the notice is sent via registered or certified mail, return receipt requested. Any period of time for resolution stated in a notice of violation shall begin on the effective date of the notice.

10.5 Notice of Fine

Before a notice of fine for a violation can be issued, a notice of violation for a similar violation must first be issued.

In the event of a violation of the Governing Documents, and after the issuance of a notice of violation or a notice of fine for a similar violation, the Association should issue a notice of fine against the offending party and/or the offending Unit, as the case may be, provided that: (1) the violation occurred within a year of the effective date of the notice of the similar violation; or (2) the violation remained unresolved after the period of time for resolution stated in the notice of the similar violation.

A notice of fine shall only be issued for a violation of a Rule, covenant, condition, or restriction that is found in the Governing Documents.

10.5.1 Content

A notice of fine shall be in writing and shall include: (1) identification of the Unit and, as applicable and available, the party in violation; (2) a brief description of the violation; (3) the date on or about which the violation occurred or was discovered; (4) identification of the provision of the Governing Documents that was violated; (5) the date on which the preceding notice(s) of violation or notice of fine was sent; (6) the amount of the fine being assessed and where it is specified in the Governing Documents; (7) a statement that the amount of the fine shall be assessed as of the date of the notice of fine; (8) a statement that: (a) the fine is due and payable immediately or as otherwise provided by the Governing Documents, whichever is later, (b) that late fees may apply if the fine is not timely paid, (c) that interest may apply if the fine is not timely paid, (d) that Units and/or Owners with past-due amounts may be deemed not in Good Standing and thus become ineligible to vote in Association elections or make use of Amenities, and (e) that the fine may constitute a lien that may be enforced by sale of the Unit; (9) a statement that an additional fine may be assessed if: (a) the violation remains unresolved beyond a stated period of time (which period of time shall be not less than one (1) day and not more than ten (10) days from the date of the notice of fine, or as otherwise provided by law);

or (b) a similar violation occurs within one year from the date of the written notice of violation; and (10) a statement explaining how the violation can be resolved.

Exhibit F is an example notice of fine that meets the requirements of these Bylaws.

10.5.2 Delivery

A notice of fine should be delivered via registered or certified mail, return receipt requested, but may be sent in any manner authorized by law.

If the offending party is a tenant of a Unit that is being rented, the notice of fine should be delivered to both the tenants and to the Owner of the rental Unit.

Copies of all issued notices of fines shall be maintained in the records of the Association.

10.5.3 Effective Date

A notice of fine is effective at the earliest of the following: (1) the date received; (2) five (5) days after the date of mailing; or (3) the date the receipt is signed by or on behalf of the addressee when the notice is sent via registered or certified mail, return receipt requested. Any period of time for resolution stated in a notice of fine shall begin on the effective date of the notice.

10.6 Schedule of Fines

10.6.1 First Violation

A written notice of violation shall be issued for a first violation.

10.6.2 Second Violation

A fine in the amount of \$50 (fifty US dollars) shall be assessed for a second violation that is similar to and occurs within a year of the first violation.

10.6.3 Third Violation

A fine in the amount of \$100 (one hundred US dollars) shall be assessed for a third violation that is similar to and occurs within a year of the second violation.

10.6.4 Fourth Violation

A fine in the amount of \$150 (one hundred and fifty US dollars) shall be assessed for a fourth or subsequent violation that is similar to and occurs within a year of the third violation.

10.7 Amount of Fines

The Board may by Resolution increase the amount of the fine stated herein for a second violation; in so doing, the fines for the third and fourth violations shall be increased by the same amount.

10.8 Assessment of Fines

The amount of a fine shall be assessed against a Unit's and its Member's account and, as applicable, against the account of a tenant Resident(s) of the Unit as of the effective date a notice of fine.

If a particular violation continues unresolved through a fourth violation (i.e., a violation occurs that results in an initial Notice of Violation and that violation continues unresolved for three subsequent Notices of Fine) the Association may submit the violation to an attorney for resolution. In such event, the Owner(s) of the Unit and, as applicable, the Resident(s) of the Unit shall be jointly and severally liable for all costs related to submission to an attorney for resolution including collection costs.

11 RECORDS

11.1 Record Keeping

In addition to any other requirements under applicable law, the Association shall keep a copy of the following records (the "Records") at its principle office: (1) the Declaration; (2) the Articles of Incorporation; (3) these Bylaws; (4) any Resolutions; (5) the Minutes of all meetings of the Owners for a period of three (3) years; (6) the Minutes of all Board meetings for a period of three (3) years; (7) records of all actions taken without a meeting for a period of three (3) years; (8) all written communications to Owners for a period of three (3) years; (9) a list of the names, addresses, and email addresses of the current Directors and Officers; (10) the Association's most recent annual and other published financial statements, if any, for periods ending during the last three (3) years; and (11) the most recent budget of the Association.

11.2 Record Availability

The Association shall make the Records available to Owners, free of charge, through the Association's website. If the Association does not have an active website, physical copies of the Records shall be made available to the Owners by appointment during regular business hours at its principle office or that of its Manager.

An Owner may request in writing to inspect or copy a Record; such writing shall include: (1) the Association's name; (2) the Owner's name; (3) if the Owner is a legal entity, copies of records showing that the requesting party is an authorized representative of the Owner; (4) the address of the Owner's Unit; (5) the Owner's or authorized representative's email address; and (6) a description of the specific Record requested.

If an Owner requests the Association to provide it with a copy or scan of a Record, the Owner shall pay to the Association an amount that includes ten (10) cents per page and \$15 per hour for the Association's agent's time, or the actual amount if the copy or scan is provided by a third-party provider; such amount shall be considered an assessment against the Owner.

12 AMENDMENT

12.1 Amendment of Bylaws

These Bylaws may be amended by the approval of at least sixty-seven percent (67%) of the Members in Good Standing. Such approval to amend these Bylaws shall be obtained by action by written ballot.

A Director may execute, certify, and record any duly-approved amendment or restatement of these Bylaws. Any such amendment or restatement shall be prepared at the request of the Board by an attorney licensed in the State of Utah.

12.2 Amendment Effective Date

Amendments to these Bylaws shall not be effective until duly recorded in the recorder's office of the county in which the Association is located.

13 WAIVER OF PROCEDURAL IRREGULARITIES

13.1 Waiver of Irregularities

All procedural inaccuracies and irregularities, and any claims, causes of action, or damages of any kind related thereto, in: (1) calls to, notices of, and the manner of conducting a meeting; (2) the manner of voting; (3) the form and handling of proxies; (4) the manner of asserting Persons present at the meeting; (5) the manner of taking action or making decisions; (6) the manner of accepting or counting votes; (7) the manner of taking minutes or the content thereof; and (8) the manner of enforcing the Governing Documents **shall be deemed waived under the following circumstances**: (a) if the objecting person did not object within thirty (30) days of an enforcement action was taken; (b) if the objecting person was in attendance at the meeting, but the issue upon which the objection is based was perceptible and no objection to that issue was made at the meeting; (c) if the objecting person was not in attendance at the meeting but proper notice of the meeting was given; (d) if the objecting person was not in attendance at the meeting and proper notice of the meeting was not given, but the person had actual notice of the meeting before it occurred; (e) if the objecting person was not in attendance at the meeting, proper notice of the meeting was not given, the person did not have actual notice of the meeting before it occurred, but the person did not object within thirty (30) days of receiving actual notice of the occurrence of the meeting or of an action, vote, or decision thereat; and (f) if a decision, vote, or action was taken without a meeting, but the person did not object within thirty (30) days of receiving actual notice of the decision, vote, or action taken.

13.2 Objections to Irregularities

All objections to any procedural inaccuracies and irregularities, except those made at a meeting, shall be made in a writing that is signed by the objecting Owner and provided to the Board. The date on which the writing is received by the Board shall control for purposes of waiver.

Whether at the meeting or in writing, objections must be specific, shall include identification of the particular provision of the Governing Documents or other law that is alleged to have been violated, and shall include a brief statement of the facts supporting the alleged violation.

13.3 Non-Waivable Irregularities

Any procedural inaccuracy and irregularity that is the result of fraud or that was done knowingly and intentionally in violation the Governing Documents or applicable law shall not be waived.

14 ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION

For purposes of this Article, the term "Common Area" as used in the context of "use of the Common Area" shall also mean "Limited Common Area."

14.1 General Assumption of Risk

In consideration of use of the Common Area, including but not limited to: (1) any water features and related facilities including but not limited to any pools, hot tubs, splash pads, decks, tables, chairs, equipment, sprinklers, irrigations systems, and other water systems; (2) any facilities including but not limited to any buildings, clubhouses, kitchens, fitness rooms and related equipment, game rooms and related equipment, theater rooms and related equipment, restrooms, laundry rooms, parking areas, walkways, streets, and grass areas; (3) any gathering areas including but not limited to pavilions and related tables, chairs, and other equipment; (4) any play areas including but not limited to children's play areas and related sand boxes, playgrounds, play equipment, and other related equipment; and (5) all other common areas, limited common areas, property, equipment, and facilities of every kind owned or maintained by the Association, **each Person that makes use of the Common Area in any way shall be deemed to acknowledge, accept, and ASSUME ALL RISK**, including but not limited to temporary or permanent personal injury, illness, disability, paralysis, death, and harm of any kind, and property damage of any kind, in any way arising from or related to such use. Each such Person is further deemed to understand and acknowledge such use of the Common Area may involve risks that include but are not limited to drowning, burns, sensitivities to and injuries arising from pool chemicals, slips and falls, trip hazards, cardiovascular stress, the reckless conduct of others, equipment malfunctions and failures, and other apparent, hidden, and unforeseeable dangers. Each such Person is further deemed to understand and acknowledge that such use of the Common Area is not supervised by the Association or its agents, that the Association does not employ lifeguards or other staff to protect the Person's interests, and that the Person is fully and solely responsible for their own proper and careful use of the Common Area regardless of their condition. As part of accepting all risk, each such Person is further deemed to acknowledge, represent, and covenant that the Person has, or will immediately upon entering or using the Common Area, inspect and carefully consider the Common Area, and that such use of the Common Area constitutes an acknowledgment that the Common Area has been inspected and carefully considered, and that the Person finds and accepts the Common Area as being safe and reasonably suited for the purposes of such use.

14.2 Health Assumption of Risk

In further consideration of use of the Common Area, **each Person that makes use of the Common Area in any way shall be deemed to understand and acknowledge all health hazards including without limitation viruses, bacteria, fungi, germs, spores, protozoa, pathogens, diseases, bodily fluids, and contaminates, (the "Health Hazards") and to acknowledge, accept, and ASSUME ALL RISK** related to such Health Hazards. Each such Person shall be deemed to understand and acknowledge that the Person may be exposed to such Health Hazards from or while using the Common Area, and that such risks include

without limitation temporary or permanent personal injury, illness, or disability, or even death. Each such Person shall be deemed to understand and acknowledge that the risk of becoming exposed to or infected by such Health Hazards from or while using the Common Area may result from the actions, omissions, or negligence of the Person or others, including but not limited to the Association and any of its agents, contractors, directors, officers, volunteers, Owners, or Residents, and their families, children, and guests.

14.3 Covenants, Conditions, Restrictions, and Rules of the Association

Each Person that makes use of the Common Area in any way shall be deemed to understand and acknowledge that the Association makes the Common Area available for authorized use only, and that use of the Common Area is strictly voluntary and not required in any way. Each such Person shall be deemed to understand and acknowledge that the Person has an affirmative obligation to seek out, read, understand, and comply with all covenants, conditions, restrictions, and Rules of the Governing Documents, including as they relate to the Common Area, and that the Person shall be fully and solely responsible for ensuring that the Person's family, children, and guests also abide by all such covenants, conditions, restrictions, and rules, and that the Person shall be fully and solely responsible for the actions and inactions of such family, children, and guests, and for any harm or damage they cause directly or indirectly, whether such family, children, and guests are the Person's own or their guests'. Each such Person is further deemed to certify and covenant that, while using the Common Area, the Person shall obey all instructions given either verbally or in writing by the Association or its agents, and that the Person shall be fully and solely responsible to ensure that the Person's family, children, and guests do likewise.

14.4 Warnings, Rules, and Regulations Regarding Health Hazards

Each Person that makes use of the Common Area in any way shall be deemed to understand and acknowledge that federal, state, or local agencies or health departments may have and may yet promulgate warnings, rules, and regulations related to the Health Hazards, that the Person has an affirmative obligation to seek out, read, understand, and comply with all such warnings, rules, and regulations as they may issue or change from time to time, and that the Person shall fully comply with all such warnings, rules, and regulations while making use of the Common Area, and that the Person shall be fully and solely responsible to ensure that the Person's family, children, and guests do likewise.

14.5 No Responsibility

Each Person that makes use of the Common Area in any way shall be deemed to understand and acknowledge that the Association and its agents are not responsible for any lost, stolen, or damaged personal property belonging to the Person or that of any of the Person's family, children, or guests, including while such property is located in, on, or around the Common Area, Limited Common Area, other facilities or property of the Association, including any parking lots.

14.6 Release, Waiver of Liability, and Indemnification

In further consideration of use of the Common Area, each Person shall be deemed to FOREVER WAIVE any and all claims and causes of action against the Association and its agents, contractors, Directors, Officers, volunteers, Managers, Owners, Residents, and insurers (the "Released Parties") arising out of or related in any way to the Person's use, and such use by any of the Person's family, children, or guests, of the Common Area. Each such Person is further deemed to FOREVER RELEASE and covenant to HOLD HARMLESS the Released Parties from any and all liability, alleged or otherwise, owed to the Person or to any of the

Person's family, children, and guests, in relation to any claims or causes of action or the like arising out of or in any way related to the ACTS, OMISSIONS, or NEGLIGENCE of the Association and its agents, Directors, Officers, volunteers, and Managers. Each such Person is further deemed to covenant to INDEMNIFY and DEFEND the Released Parties from and against any and all liabilities, obligations, losses, damages, penalties, actions, claims, suits, judgments, costs, expenses, and disbursements of any kind or nature whatsoever, including but not limited to attorneys' fees and all related costs, (the "Indemnified Liabilities") caused directly or indirectly to the Person or to any of the Person's family, children, or guests by the Association and its agents, Directors, Officers, volunteers, or Managers, or caused directly or indirectly to any of the Released Parties by the Person or by any of the Person's family, children, or guests.

15 INDEMNIFICATION

15.1 Indemnification

The Association shall indemnify the Directors, Officers, committee members, volunteers, Managers, employees, and other agents of the Association against any and all claims, actions, suits, proceedings, costs, expenses, and liabilities whatsoever, including without limitation attorneys' fees, court costs, and all related expenses, arising against them personally in relation to the good faith exercise of their powers, duties, and responsibilities in any way related to these Bylaws. The indemnification provided herein shall continue as to any Person who has for any reason ceased to be a Director, Officer, committee member, volunteer, Manager, employee, or other agent of the Association and shall inure to the benefit of the heirs, executors, and administrators of all such Persons.

15.2 Insurance

The Association shall purchase and maintain, at its own expense, Directors and Officers insurance on behalf of any Person who is or was a Director, Officer, committee member, volunteer, Manager, employee, or other agent of the Association against any liability or alleged liability in any way related to these Bylaws, including for monetary and non-monetary claims of any kind, asserted against or incurred by such Person in any such capacity or arising out of such Person's status as such.

16 ADMINISTRATION DURING THE CONTROL PERIOD

16.1 Declarant Control Period

Except as otherwise provided in the Declaration, the Control Period of the Declarant shall continue until the first of the following events occurs: (1) one (1) year after the date of conveyance of the last Lot to a new Owner; or (2) the day the Declarant, after giving written notice to the Members, records an instrument voluntarily surrendering all rights to control the activities of the Association in accordance with § 57-8a-502 of the Act as it may be amended from time to time.

Anything contrary herein notwithstanding, during the Control Period the following provisions shall control.

16.1.1 No Meetings of Members

During the Control Period, no annual, special, or other meetings of Members shall be held; notwithstanding the Declarant may hold such meetings at its sole discretion. During the Control Period, the Declarant may take any action without a meeting of Members at its sole discretion.

16.1.2 No Action by Written Ballot

During the Control Period, no action by written ballot may be taken by the Members; notwithstanding the Declarant may facilitate such action at its sole discretion.

16.1.3 Declarant Control of the Board

During the Control Period, the various requirements in these Bylaws for the Board shall not apply, Board members, if any, and their number, terms, eligibility, powers, and duties may be appointed, determined, modified, and removed by the Declarant at its sole discretion, and the Declarant may exclusively exercise all powers and duties of the Board.

16.1.4 No Board Meetings

During the Control Period, Board meetings, if any, may only be called by the Declarant at its sole discretion. During the Control Period, the Declarant may take any action without a Board meeting at its sole discretion.

16.1.5 No Notice

During the Control Period, the Declarant waives all notice requirements related to these Bylaws to the extent allowed by law.

16.1.6 No Officers

During the Control Period, the various requirements in these Bylaws for Officers shall not apply, Officers, if any, and their offices, terms, powers, and duties may be appointed, determined, modified, and removed by the Declarant at its sole discretion, and the Declarant may exclusively exercise all powers and duties of the Officers.

16.1.7 Rules Determined by Declarant

During the Control Period, the Declarant reserves the right to, and hereby does, exempt the Declarant from Rules and the rulemaking procedures in the Governing Documents and applicable law, and only the Declarant may adopt, amend, modify, cancel, limit, create exceptions to, expand, or enforce Rules at its sole discretion.

16.1.8 Amendment by Declarant

During the Control Period, only the Declarant may amend, restate, or record these Bylaws at its sole discretion.

17 GENERAL

17.1 Principle Place of Business

The principal place of business of the Association shall be at the address indicated in the Utah Department of Commerce Homeowner Associations Registry.

17.2 Applicability

These Bylaws shall apply to and be binding upon all present and future Owners and Residents, as well as all Persons who enter upon or in any way make use of the Common Area.

17.3 Conflicts

In the event of any conflict, (1) the provisions of applicable state law, (2) the Declaration, (3) the Articles of Incorporation, (4) these Bylaws, (5) the Resolutions of the membership of the Association, (6) the Resolutions of the Board, and (7) the Rules shall prevail in that order.

17.4 Contact Information

Upon becoming an Owner or a Resident, and upon reasonable request of the Association, each Owner and Resident shall provide the Association with at least the following contact information: (1) their full legal name and, if a legal entity, the State in which it was formed; (2) the address of their primary residence or, if a legal entity, the address of its primary office; (3) the address of the Dwelling by which they are an Owner or Resident; (4) their email address; (5) and their telephone number. Regardless of any waiver of notice provided to the Association, it shall be the continuous duty of each Owner and Resident to keep their contact information current with the Association. Owners and Residents that fail to keep their contact information current with the Association, whether or not they reside within the physical boundaries of the Project, shall be deemed not in Good Standing and in violation of this Declaration.

17.5 Compensation

No Director, elected Officer, committee member, or other volunteer shall receive compensation for their services. However, Directors, Officers, and other volunteers may be reimbursed for actual expenses incurred in the performance of their duties.

A compensated manager, contractor, employee, and other compensated Person may, incidental to their compensated services, serve as an appointed Officer but shall not receive additional compensation therefor.

17.6 Collection

Except as otherwise provided in the Declaration, the Association may contract with debt collection agencies to collect assessments, fines, and any other amounts due and payable to the Association by any Person that are not timely paid in accordance with the Governing Documents.

Each debtor shall be deemed to covenant and agree to pay all assessments described in the Governing Documents, as they may be amended from time to time, that may be assessed against the debtor's account together with any related costs, fees, and interest provided for by the Governing Documents. Should one or more accounts be assigned to a third party for collection, each debtor shall be deemed to covenant and agree

to pay all related collection costs and fees, including a fee in the amount of the maximum percentage allowed by law of the total unpaid assessments, in addition to all legal fees related to collection, with or without suit, including attorney fees, court costs, filing fees, and all other costs and fees related to the unpaid assessments and their collection. The term "debtor" as used in this paragraph means the Owner(s) and any tenant(s) of a Unit, jointly and severally, and any other party or parties obligated or allegedly obligated to pay an assessment or other amount to the Association whether or not the assessment or other amount is related to the Unit. As an exception to the foregoing, no tenant shall be liable for an assessment or other amount imposed only against one or more Owners, or for any collection or other costs or fees related to the assessment or other amount.

17.7 No Estoppel or Reliance

With respect to these Bylaws, no one may rely upon any statement or authorization from the Board or anyone else that is contrary to these Bylaws, regardless of the circumstances. No claim of estoppel, waiver, or similar equitable claim or defense may be raised by anyone related to any alleged reliance.

17.8 Fiscal Year

Unless otherwise provided by the Declaration, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of the Association's incorporation.

17.9 Waiver

Failure of the Association at any time to enforce any aspect of these Bylaws shall not be construed as a waiver of the Association's right to enforce such aspects, or as an waiver, abandonment, or modification of such aspects.

17.10 Time Limit for Claims

Any claim, action, litigation, or the like arising out of these Bylaws brought by any party subject thereto against the Association or its Board or a Director, Officer, or an agent, volunteer, or employee of the Association must be commenced within twelve (12) months of the cause of such claim, action, litigation, or the like. Any such claim, action, litigation, or the like not brought against the Association within twelve (12) months shall be considered forever waived.

17.11 Governing Law

These Bylaws shall be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws.

17.12 Jurisdiction

Any action, suit, or other proceeding arising out of these Bylaws shall be brought in the courts of the State of Utah or a federal court located therein. To the extent allowed by law, all present and former Owners and Residents, and all Persons who at any time have entered upon or in any way made use of any Common Area, irrevocably consent and submit to the exclusive jurisdiction of such courts for the purpose of any such action, suit, or proceeding.

17.13 Severability

Should any term, condition, provision, or portion of the foregoing, or any other aspect of these Bylaws be held invalid or unenforceable for any reason (an "Invalid Term"), such Invalid Term shall be removed or restructured and then interpreted as determined by a court of competent jurisdiction so as to accomplish the intent of such Invalid Term and these Bylaws, and the balance of these Bylaws shall remain in full force and effect.

17.14 Gender and Number

All references herein to any party shall be read with such changes in gender and number as the context or reference requires.

17.15 Headings

The headings herein are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

17.16 Dissolution

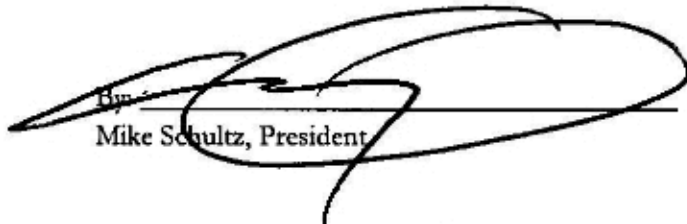
The Association shall be dissolved upon termination of the Declaration as provided therein.

Notwithstanding dissolution of the Association, these Bylaws shall continue in force until all winding up activities of the Association are completed.

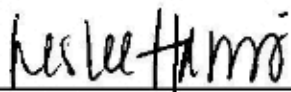
[THE REMINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

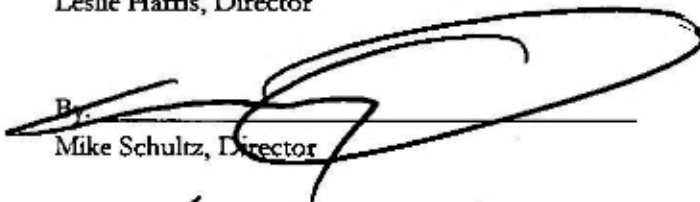
IN WITNESS WHEREOF, the undersigned have executed, and the Association has thereby adopted, these Bylaws as of the date first written below.

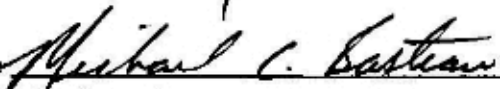
Castle Creek Homes, LLC – the Declarant

By: 
Mike Schultz, President

Village at the Bluff Homeowners Association

By: 
Leslie Harris, Director

By: 
Mike Schultz, Director

By: 
Mike Bastian, Director

State of Utah)
County of Weber) SS.

On the 5 day of January, in the year 2008, each of the above-name individuals, proven by satisfactory evidence, personally appeared before me and each, while under oath or affirmation, did state that he or she is the President of the Declarant or a duly-authorized Director of the Association as indicated above, did voluntarily sign this document on behalf of the Declarant or the Association as indicated above, and did acknowledge that the Declarant or the Association thereby executed the same.

(Seal)




NOTARY PUBLIC SIGNATURE

EXHIBIT A – Example Proxy Appointment Form

PROXY APPOINTMENT FORM

Unit Address: _____

BE IT KNOWN, that I, _____, the undersigned, hereby
appoint _____ as my true and lawful attorney-in-fact and
agent for me, and in my name, place and stead, to vote as my proxy at the association
meeting to be held on _____ or any adjournment thereof (the
“Meeting”), for the transaction of any business which may legally come before the
meeting, and for me and in my name, to act as fully as I could do if personally present,
and I herewith revoke any other proxy heretofore given.

WITNESS my hand and seal this _____ day of _____ in the year _____.

Signed: _____

Name: _____

**BY SIGNING THIS PROXY APPOINTMENT I CERTIFY UNDER PENALTY OF PERJURY THAT THE
PROVIDED INFORMATION IS COMPLETE, TRUE, AND CORRECT AND THAT, IF THE OWNER IS A
LEGAL ENTITY, I AM A DULY-AUTHORIZED REPRESENTATIVE OF THE OWNER FOR PURPOSES OF
THIS PROXY APPOINTMENT.**

EXHIBIT B – Example Written Ballot for a Proposed Action

Title of Proposed Action

(Include a *description* of the proposed action here)

Yes No

Unit Address: _____

Owner Name: _____

Is the Owner a Legal Entity? Yes No; **NOTE:** Owner's full legal name required.

Owner Address: _____

Voter Name: _____ Title: _____

Required only if different than Owner Name; **NOTE:** Voter's full legal name required.

Voter Address: _____

Required only if different than Owner Address.

Email: _____ Phone: _____

Signature: _____

I am signing as: an Owner, an Owner's Proxy or agent, or an Authorized Representative of an Owner that is a legal entity.

BY SIGNING THIS BALLOT I CERTIFY UNDER PENALTY OF PERJURY THAT THE PROVIDED INFORMATION IS COMPLETE, TRUE, AND CORRECT AND THAT, IF THE OWNER IS A LEGAL ENTITY, I AM A DULY-AUTHORIZED REPRESENTATIVE OF THE OWNER FOR PURPOSES OF THIS ACTION BY WRITTEN BALLOT.

IMPORTANT: All information requested above is required unless indicated otherwise. Your fully-completed ballot must be received by the Association no later than <date> or it will be invalid and not counted. The number of valid written ballots required to meet quorum requirements for each proposed action is the number of ballots timely received by the Association. 'Yes' votes on a majority of valid ballots are required to approve the proposed action.

WARNING: ONLY ONE VOTE IS ALLOWED PER UNIT. If more than one written ballot is received by the Association from the Owner(s) or its agent for the same Unit, then all of the written ballots received for that Unit shall be considered invalid and shall not be counted.

EXHIBIT C – Example Written Ballot for an Election of Candidate(s)

Election Ballot
Election of Directors

Vote for no more than two (2) of the following candidates:

- Candidate 1
- Candidate 2
- Candidate 3

Unit Address: _____

Owner Name: _____

Is the Owner a Legal Entity? Yes No; **NOTE:** Owner's full legal name required.

Owner Address: _____

Voter Name: _____ Title: _____

Required only if different than Owner Name; **NOTE:** Voter's full legal name required.

Voter Address: _____

Required only if different than Owner Address.

Email: _____ Phone: _____

Signature: _____

I am signing as: an Owner, an Owner's Proxy or agent, or an Authorized Representative of an Owner that is a legal entity.

BY SIGNING THIS BALLOT I CERTIFY UNDER PENALTY OF PERJURY THAT THE PROVIDED INFORMATION IS COMPLETE, TRUE, AND CORRECT AND THAT, IF THE OWNER IS A LEGAL ENTITY, I AM A DULY-AUTHORIZED REPRESENTATIVE OF THE OWNER FOR PURPOSES OF THIS ACTION BY WRITTEN BALLOT.

IMPORTANT: All information requested above is required unless indicated otherwise. Your fully-completed ballot must be received by the Association no later than <date> or it will be invalid and not counted. The number of valid written ballots required to meet quorum requirements for each proposed action is the number of ballots timely received by the Association. The two (2) candidates receiving the most votes will be elected. **If more than two (2) candidates are selected on this ballot then it shall be considered invalid and shall not be counted.**

WARNING: ONLY ONE VOTE IS ALLOWED PER UNIT. If more than one written ballot is received by the Association from the Owner(s) or its agent for the same Unit, then all of the written ballots received for that Unit shall be considered invalid and shall not be counted.

EXHIBIT D – Example Violation Report Form

VIOLATION REPORT FORM

<name of HOA>

My Name: _____, Phone: _____

My Address: _____, Email: _____

Name and Address of violator or Unit in violation:

Description, date and time of violation:

Provision(s) of Governing Documents that was violated:

Please provide pictures of the violation if available.

My Certifying Signature: _____

**I CERTIFY UNDER PENALTY OF PERJURY THAT I PERSONALLY
WITNESSED THE VIOLATION I AM REPORTING AND THAT, TO THE BEST
OF MY KNOWLEDGE, THE INFORMATION I AM PROVIDING IS TRUE AND
CORRECT. I understand that I may be called as a witness of the violation if my
report results in an informal hearing before the Board.**

EXHIBIT E – Example Notice of Violation

NOTICE OF VIOLATION

<date of notice>

Unit Address: _____

This is a formal notice that you are in violation of the following sections of the Association's governing documents: *<list applicable sections here>*.

<copy relevant text of applicable sections here>

The specific violation occurred or was discovered on or about *<date>* and was: *<brief description of the violation and, as applicable and available, the party involved>*.

This violation can be resolved by: *<description of how to resolve the violation>*.

Failure to resolve this violation by *<date>*, or any occurrence of a similar violation within one year of the date of this notice, may result in a fine being assessed against the Unit and/or the owner(s) and/or resident(s) of the Unit.

Failure to timely resolve this violation may result in further action including but not limited to a lien against the Unit, legal proceedings, foreclosure, and/or termination of rights to vote and/or make use of Association amenities.

All communication regarding this notice shall be in writing to:

The Homeowners Association
<email address>

EXHIBIT F – Example Notice of Fine

NOTICE OF FINE

<date of notice>

Unit Address: _____

This is a formal notice that you are in violation of the following sections of the Association's governing documents: *<list applicable sections here>*.

<copy relevant text of applicable sections here>

The specific violation occurred or was discovered on or about *<date>* and was: *<brief description of the violation and, as applicable and available, the party involved>*.

On *<date(s)>* a prior notice(s) was issued for a similar violation(s) of the same sections of the Association's governing documents.

FINE AMOUNT: _____. This amount must be paid by *<date>* or within *<time period>* days of the date of this notice. Late payments may be subject to late fees, interest, collection costs, and/or attorney fees. Units and/or owners with amounts past due may be deemed not in good standing and thus become ineligible to vote in Association elections and/or make use of Association amenities. Past-due amounts may constitute a lien against the Unit which may be foreclosed.

This violation can be resolved by: *<description of how to resolve the violation>*.

Failure to resolve this violation by *<date>*, or any occurrence of a similar violation within one year of the date of this notice, may result in another fine being assessed against the Unit and/or the owner(s) and/or resident(s) of the Unit.

Failure to timely resolve this violation may result in further action including but not limited to a lien against the Unit, legal proceedings, foreclosure, and/or termination of rights to vote and/or make use of Association amenities.

All communication regarding this notice shall be in writing to:

The Homeowners Association
<email address>

EXHIBIT C – Articles of Incorporation

The Articles of Incorporation of **Village at the Bluff Homeowners Association** follow this page.

EXHIBIT D – Preserve Area Restrictions

The Preserve Area Restrictions to which **Village at the Bluff Homeowners Association** is subject follow this page.

WHEN RECORDED RETURN TO:

Bountiful Utah Regulatory Office
Attention: _____
533 West 2600 South, Suite 150
Bountiful UT 84010-7744

THIS SPACE FOR RECORDER'S USE ONLY

12-105-0148 + 12-105-0153 **DECLARATION OF RESTRICTIONS**

THIS DECLARATION OF RESTRICTIONS is made as of January 28, 2021 by Castle Creek Homes, a Utah (for example) Limited Liability Partnership ("Declarant").

WHEREAS, Declarant is the owner of certain real property located in the City of Syracuse, County of Davis, Utah, described in Exhibit "A" attached hereto and incorporated hereby by this reference (hereinafter "Preserve Area"); and

WHEREAS, Declarant intends to develop and protect the above described property as wildlife habitat and a wetland preserve area, to be so held in perpetuity subject to restrictions in accordance with the provisions of the Section 404 Permit #SPK-2017-00572 (Exhibit C) (hereinafter "Permit") issued to Declarant by the U.S. Army Corps of Engineers (hereinafter "Corps") and the Village @ The Bluff Open Space Operations and Management Plan (Exhibit D) (hereinafter "The Plan");

WHEREAS, this Declaration of Restrictions is intended to implement the provisions of the Permit requiring a binding covenant running with the land, but shall not be construed to impose restrictions in addition to those provided for in the Permit; and

WHEREAS, the Preserve Area consists of both jurisdictional wetland features and associated natural upland areas;

WHEREAS, the Declaration will benefit all parties to the Declaration in that it will assist in preserving and maintaining the drainage and wildlife habitat in the Preserve Area;

NOW THEREFORE, Declarant declares as follows:

1. Covenant Running with Land. In consideration of the foregoing benefits flowing to all parties; in consideration of the benefits obtained by the Declarant from the Permit, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Declarant does hereby covenant and agree to restrict, and does by this instrument intend to restrict, the future use of the Preserve Area as set forth below, by the establishment of this Covenant running with the land.

2. Restrictions Concerning the Preserve Area. The wetland areas created, restored, enhanced or preserved as compensatory mitigation, including any required upland buffer areas, for work authorized by Department of the Army Permit No. SPK-2017-00572 shall not be made the subject of a future application for a Department of the Army General or Individual permit for fill or other development except for the purpose of enhancing or restoring the mitigation associated with this project. No person shall engage in any of the following restricted activities in the Preserve Area except for those actions necessary to accomplish preservation, maintenance, repair, fire prevention, or enhancement as has been, or in the future is, authorized by the Corps consistent with the Permit and The Plan:

- (a) No discharge of any dredged or fill material shall be done or permitted within the Preserve Area or any portion of such area except as consistent with the terms and conditions of the Permit;
- (b) No materials or debris shall be stored or placed (whether temporarily or permanently) within the Preserve Area or any portion of such area without prior written approval by the Corps;
- (c) No plowing or cultivation of the Preserve Area or any portion of such area and no destruction or removal of any natural tree, shrub or other vegetation that exists upon the Preserve Area shall be done or permitted by the Declarant or its successors and assigns to the Preserve Area, except for the purpose of thatch management or the removal/management of newly introduced noxious or dangerous plants as necessary to maintain the Preserve Area;
- (d) No discharge, dumping, disposal, storage or placement of any trash, refuse, rubbish, grass clippings, cuttings or other waste materials within the Preserve Area or any portion of such area shall be done or permitted;
- (e) No leveling, grading or landscaping within the Preserve Area or any portion of such area shall be done or permitted without prior Corps written approval;
- (f) No destruction or removal of any natural tree, shrub or other vegetation that exists upon the Preserve Area shall be done or permitted except by the Declarant or its successors and assigns to the Preserve Area for the purposes of thatch management or the removal of noxious or dangerous plants as necessary to maintain the Preserve Area;
- (g) No motorized vehicles shall be ridden, brought, used or permitted on any portion of the Preserve Area, except as provided for in (a), (c), (e) and (f) above or with prior written approval by the Corps;
- (h) No roads, utility lines, trails, benches, equipment storage, or other structures or activities shall occur within the Preserve Area without prior written approval by the Corps.
- (i) No grazing of animals is allowed.
- (j) No surface runoff (other than naturally occurring surface runoff) from any surrounding development shall be allowed to flow onto the protected area under normal conditions.
- (k) No storm water shall be allowed to discharge within the protected area other than naturally occurring storm water discharge.

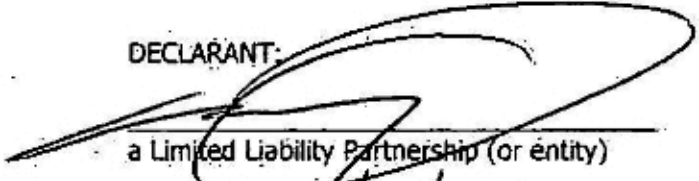
3. Not An Offer to Dedicate; No Rights of Public Use. The provisions of this Declaration of Restrictions do not constitute an offer for public use. This instrument does not constitute an irrevocable offer to dedicate.

4. Successors and Assign Bound. Declarant hereby agrees and acknowledges that the Preserve Area shall be held, sold, conveyed, owned and used subject to the applicable terms, conditions and obligations imposed by this Agreement relating to the use, repair, maintenance and/or improvement of the Preserve Area, and matters incidental thereto. Such terms, conditions and obligations are a burden and restriction on the use of the Preserve Area, as applicable.

The provisions of this Agreement shall (subject to the limitations contained in this Agreement and without modifying the provisions of this Agreement) be enforceable as equitable servitudes and conditions, restrictions and covenants running with the land, and shall be binding on the Declarant and upon each and all of its respective heirs, devisees, successors, and assigns, officers, directors, employees, agents, representatives, executors, trustees, successor trustees, beneficiaries and administrators, and upon future owners of the Preserve Area and each of them.

5. Severability. The provisions of the Declaration are severable and the violation of any of the provisions of this Declaration by a Court shall not affect any of the other provisions which shall remain in full force and effect.

DECLARANT:


a Limited Liability Partnership (or entity)
Date: 1/28/2021
By: Mike Schultz
Its owner

STATE OF UTAH

County of Weber

On January 28, 2021, before me, ~~Mark~~ Joni Nielsen, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Mike Schultz
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

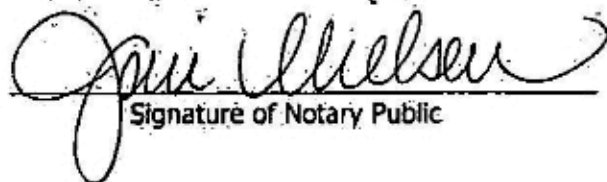
WITNESS my hand and official seal.

Signature of Notary Public

EXHIBIT A – LEGAL DESCRIPTION OF "PRESERVE AREA"

EXHIBIT B – MAP OF "PRESERVE AREA"

EXHIBIT C – SECTION 404 PERMIT NO. SPK-2017-00572

**EXHIBIT D -- Village @ The Bluff OPEN SPACE OPERATIONS AND
MANAGEMENT PLAN FOR "PRESERVE AREA"**

Exhibit A



2-3-2021

WETLANDS LEGAL DESCRIPTIONS

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING S00°11'36"W ALONG THE SECTION LINE, 1887.60 FEET AND S89°48'24"E 1326.01 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 22; THENCE N83°03'30"E 18.39 FEET; THENCE S38°13'44"E 25.54 FEET; THENCE S84°05'10"E 63.99 FEET; THENCE S07°47'21"E 61.84 FEET; THENCE S80°36'58"E 53.43 FEET; THENCE S37°06'15"E 45.35 FEET; THENCE N40°32'56"E 40.44 FEET; THENCE S89°22'20"E 30.02 FEET; THENCE S11°21'11"E 46.82 FEET; THENCE S57°59'17"E 47.00 FEET; THENCE S02°35'50"W 31.09 FEET; THENCE S45°02'27"W 35.18 FEET; THENCE S85°24'43"W 37.35 FEET; THENCE S53°25'34"W 17.73 FEET; THENCE S02°08'13"W 11.13 FEET; THENCE S34°57'08"E 28.69 FEET; THENCE S22°05'43"W 29.35 FEET; THENCE N55°11'12"W 39.50 FEET; THENCE N88°51'48"W 23.59 FEET; THENCE S53°47'28"W 31.26 FEET; THENCE S26°54'44"W 50.31 FEET; THENCE S02°35'02"E 26.90 FEET; THENCE S34°37'05"E 57.54 FEET; THENCE S54°47'25"W 30.36 FEET; THENCE S21°04'44"W 29.76 FEET; THENCE S79°41'17"W 20.44 FEET; THENCE N63°08'14"W 33.33 FEET; THENCE S79°29'49"W 19.29 FEET; THENCE S55°16'25"W 35.45 FEET; THENCE S64°44'55"W 15.15 FEET; THENCE N00°01'47"E 393.65 FEET; THENCE S89°54'58"W 1.97 FEET; THENCE N00°11'33"E 87.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 77580 S.F. OR 1.781 ACRES

TOGETHER WITH:

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING S00°11'36"W ALONG THE SECTION LINE, 2531.50 FEET AND S89°48'24"E 1640.41 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 22; THENCE N89°53'51"E 14.83 FEET; THENCE S04°56'12"W 16.90 FEET; THENCE S16°28'43"W 31.67 FEET; THENCE S16°15'32"E 14.73 FEET; THENCE S39°57'28"E 25.83 FEET; THENCE S15°39'27"W 19.58 FEET; THENCE S89°53'47"W 43.74 FEET; THENCE N27°49'43"E 29.59 FEET; THENCE N03°47'03"E 48.47 FEET; THENCE N15°08'13"E 26.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,299 SQUARE FEET OR 0.053 ACRES MORE OR LESS.

Solutions You Can Build On™

Civil Engineering • Land Planning • Structural Engineering • Landscape Architecture • Land Surveying • Construction Surveying

5160 S 1500 W • Riverdale, Utah 84405 • Tel: 801-621-3100 • Fax: 801-621-2666

ogden@reeve-assoc.com • reeve-assoc.com

Exhibit B

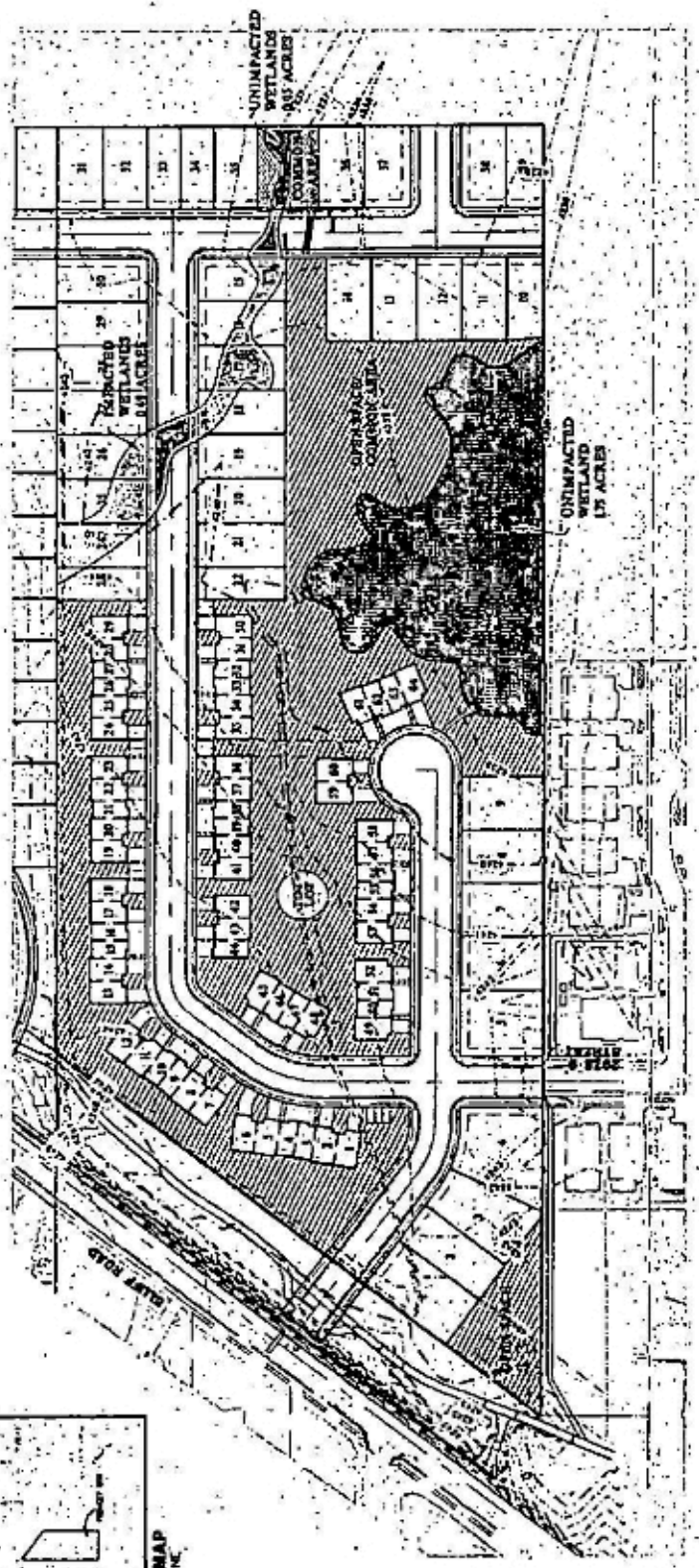
3449554
BK 7925 PG 687



Reeve & Associates, Inc.
1115 SOUTH 100 WEST, SUITE 100
SALT LAKE CITY, UTAH 84143
TEL: (801) 487-1111 FAX: (801) 487-1112
WWW.REEVE-ASSOCIATES.COM

Village At The Bluff
Welland Delineation Survey
CITY, COUNTY, UTAH

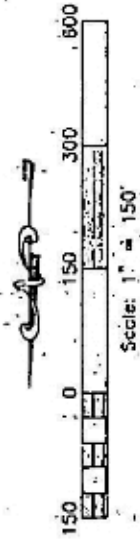
Project Info
Engineer: JEREMY A. ORRER
Draftsman: JACOB L. JENSEN
Date: JULY, 2020
Name: VILLAGE AT THE BLUFF
WETLAND DELINEATION
Number: 8133-011
Sheet: 1 of 1 Sheets



Site Information
PART OF THE NW 1/4 OF SECTION 22, T44N, R27E, S13E S.W. U.S. SURVEY, STROUSSVILLE CITY, DAVIS COUNTY, UTAH

TOTAL WETLANDS	90,587 S.F.	2.29 ACRES
UNIMPACTED WETLANDS	78,127 S.F.	1.80 ACRES
IMPACTED WETLANDS	2,140 S.F.	0.49 ACRES

Developer Contact
K&L Gordon
7721 S. 1750 E.
South Weber, UT 84403
(801) 843-8735



Legend

	UNIMPACTED WETLANDS 177 ACRES
	IMPACTED WETLANDS 0.81 ACRES
	COMMON AREA

Village at The Bluff

Stroussville City, Davis County, Utah

THIS PLAN AND UNDERPINNING ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. THIS DRAWING IS NOT TO BE REPRODUCED, COPIED, OR USED IN ANY PROJECT OTHER THAN THE ORIGINAL SPECIFICALLY DESIGNATED PROJECT WITHOUT WRITTEN PERMISSION FROM THE ENGINEER AND CONSULTANT OF REEVE & ASSOCIATES, INC. ANY CHANGES OR MODIFICATIONS MADE TO THIS PLAN OR TO THE UNDERPINNING SHALL BE THE RESPONSIBILITY OF THE USER.

Exhibit C

3449554
BK 7925 PG 688



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT
1325 J STREET
SACRAMENTO CA 95814-2922

January 12, 2021

Regulatory Division (SPK-2017-00572)

Castle Rock Homes
Attn: Mr. Michael Bastian
1798 West 51510 South
Roy, Utah 84067
mike.bastian00@gmail.com

Dear Mr. Bastian:

We are responding to your August 31, 2020, pre-construction notification for a Department of the Army (DA) permit for the Castle Creek Homes project. The approximately 19.03-acre project site is located at approximately 2940 South Bluff Road, Latitude 41.0696°, Longitude -112.0588°, Syracuse, Davis County, Utah (enclosure 1).

Based on the information you provided to this office, the Castle Creek Homes project involves the discharge of dredged and/or fill material into 0.49 acre of waters of the United States for the construction of a residential subdivision to include 103 units. The development would be a combination of 39 individual lots for single-family dwellings along with 64 townhome units with associated roads and infrastructure necessary to support the subdivision and to connect to existing infrastructure. These activities will result in permanent effects, including the permanent loss of 0.49 acre of freshwater wet meadow wetlands. A total of 1.8 acres of wetlands would remain undisturbed on site to be designated as open space. The proposed activities would be conducted in accordance with the Village at the Bluff Wetland Delineation Survey plans, dated July 2020 (enclosure 2).

We have determined that activities in waters of the United States associated with the project are authorized by Nationwide Permit (NWP) 29 – *Residential Developments*. You must comply with all terms and conditions of the NWP and applicable regional conditions. Enclosed is information about the NWP terms and conditions (enclosure 3) and Sacramento District regional conditions for Utah (enclosure 4). In addition, your work must comply with the following special conditions:

1. To compensate for the loss of 0.49 acre of freshwater wet meadow wetlands, you shall purchase 0.98 freshwater wet meadow wetlands credits at the Machine Lake Mitigation Bank. Evidence of this purchase shall be provided to this office prior to initiation of construction activities in waters of the United States authorized by this permit.

2. You shall record permanent U.S. Army Corps of Engineers Deed Restrictions (enclosure 5) maintaining the wetland avoidance areas as wetland preserve in perpetuity.

3. You shall provide copies of the recorded deed restriction to the U.S. Army Corps of Engineers no later than 15 days prior to the start of construction of any of the activities authorized by this permit.

4. You shall comply with all terms and conditions of the March 9, 2017, State of Utah, Section 401 Water Quality Certification (enclosure 6).

5. At least 10 days prior to initiation of construction activities in waters of the United States authorized by this verification, you shall notify this office in writing of the anticipated start date for the work. No later than 10 calendar days following completion of construction activities in waters of the United States authorized by this verification, you shall notify this office in writing that construction activities have been completed.

6. Prior to commencement of construction activities in waters of the United States authorized by this verification, you shall clearly identify the limits of disturbance in the field with highly visible markers (e.g. construction fencing, flagging, silt barriers, etc.). You shall maintain such identification properly until construction is completed and the soils have been stabilized. You are prohibited from any activity (e.g. equipment usage or materials storage) that impacts waters of the United States outside of the permit limits.

7. In order to prevent drainage of groundwater in the area, trench breaks/plugs shall be constructed of an impermeable material such as clay, bentonite or concrete around the utility lines and all dwellings shall be constructed utilizing slab-on-grade practices.

8. Within 30 days following construction activities, you shall submit post-construction photographs of the project site, showing the work conducted, to the Corps. The camera positions and view angles of post-construction photographs shall be identified on a map, aerial photo, or project drawing. Construction locations shall include all major project features and waters of the United States.

9. Within 30 days after completion of the authorized work, you must sign the enclosed Compliance Certification (enclosure 7) and return it to this office with the information required by Sacramento District Regional Condition C(9) for Utah.

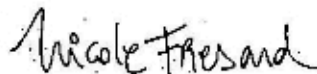
This verification is valid until March 18, 2022, when the existing NWP's are scheduled to be modified, reissued, or revoked. Furthermore, if you commence or are under contract to commence this activity before the date the NWP is modified, reissued, or revoked, you

will have 12 months from the date of the modification, reissuance or revocation to complete the activity under the present terms and conditions. Failure to comply with the general and regional conditions of this NWP, or the project-specific special conditions of this authorization, may result in the suspension or revocation of your authorization.

We would appreciate your feedback on this permit action including your interaction with our staff and processes. For more information about our program or to complete our Regulatory Program national customer service survey, visit our website at www.spk.usace.army.mil/Missions/Regulatory.aspx.

Please refer to identification number SPK-2017-00572 in any correspondence concerning this project. If you have any questions, please contact me at 533 West 2600 South, Suite 150, Bountiful, Utah 84010, by email at Nicole.D.Fresard@usace.army.mil, or telephone at (801) 295-8380, extension 8321.

Sincerely,



Nicole Fresard
Senior Project Manager
Nevada-Utah Section

Enclosures

cc:

Mr. Tom Hopkins (thopkins45@outlook.com)

**OPEN SPACE OPERATIONS AND MANAGEMENT PLAN FOR
VILLAGE @ THE BLUFF****INTRODUCTION**

Village @ The Bluff is a 103 lot subdivision consisting of 64 townhomes and 39 single family lots located at approximately 2940 South Bluff Road, Syracuse, UT.

Village @ The Bluff is situated on approximately 18.47-acres of currently undisturbed agricultural land that has historically been used for livestock pasture.

Approximately 2.29-acres of regulated wetlands are present on the Village @ The Bluff project area. Village @ The Bluff received approval from the U.S. Army Corps of Engineers (ACOE) to place fill material into .49-acres of jurisdictional wetlands deemed Waters of the United States (WOUS) according to the Clean Water Act, 1974. This approval from the ACOE is authorized by Nationwide Permit (NWP) 29 – Residential Developments: No. SPK-2017-00572 issued by the ACOE.

The remaining approximately 1.8-acres of regulated wetlands will remain undisturbed and be encumbered by a Perpetual Conservation and Maintenance Easement (Easement) granted by Castle Creek Homes to the Grantee, Village @ The Bluff Homeowners Association.

PURPOSE

The purpose of this Open Space Management Plan (Plan) to provide a mechanism, whereby the conservation values identified in the 1.8-acres will be maintained in perpetuity. This plan will also provide information to the Grantee to assist them in complying with the conditions established in the Easement.

OPEN SPACE OPERATIONS AND MANAGEMENT PLAN FOR
VILLAGE @ THE BLUFF

This Plan is a supplement to the Easement.

OPEN SPACE MANAGEMENT PLAN SPECIFICATIONS

Noxious and Invasive Plant Species

Utah Rule R68-9 Utah Noxious Weed Act effective October 1, 2019 designates five classes of weeds in the State as noxious. The five classes are classified according to Early Detection Rapid Response (EDRR). EDRR is "defined as a coordinated set of actions to find and eradicate potential invasive species in a specific location before they spread and cause harm." (<https://www.usgs.gov/ecosystems/invasive-species-program/science/early-detection-and-rapid-response>)

The EDRR classification sets the criteria for response actions to manage or eradicate the species of concern. The five EDRR classifications are: Class 1A (EDRR Watch List), Class 1B (EDRR), Class 2 (Control), Class 3 (Containment), and Class 4 (Prohibited for sale or propagation).

Management of Noxious and/or Invasive Plants

Management of noxious and/or invasive plants will likely be a significant challenge to the Grantee. Without an aggressive management strategy for the Preserve, there is a strong likelihood the area could be compromised with noxious and/or invasive plant species out competing the native plants present on Preserve.

The following conditions will be implemented, when recommendations from Monitoring Biologist, based on annual site inspections indicate conditions are present to implement noxious and/or invasive plant management:

OPEN SPACE OPERATIONS AND MANAGEMENT PLAN FOR VILLAGE @ THE BLUFF

- Per criteria in Easement the use of pesticides and/or herbicides is prohibited;
- Management of identified plants will be accomplished using manual removal techniques;
- Management activities should be performed in the spring season at a time before the plants are flowering. Doing so will provide the highest success rate to reduce plant propagation;
- Use of mechanical tools, such as "weed eater" is allowable;
- Use of any wheeled, mechanical tool is prohibited without approval of Monitoring Biologist and/or ACOE;
- Using published lists as a reference, plants identified on the list(s) are to be targeted for management. The following is a link to the "State of Utah Noxious Weed List."
<https://ag.utah.gov/farmers/plants-industry/noxious-weed-control-resources/state-ofutah-noxious-weed-list/>
- This link is for a listing of noxious and invasive plants in Utah and can be used as a reference:
<http://www.utahweed.org/weeds.htm>

Structures and Improvements

- There are currently no structures or other devices present on the Preserve Area;
- No Structures or Improvements shall take place in the Preserve Area.

Domestic Animals

- The Preserve area will not be used as an off-leash area for domestic animals, such as dogs;
- No training of dogs is permitted in the Preserve Area;
- Waste products deposited on the Preserve are the responsibility of the animal's owner for cleanup and proper disposal.

OPEN SPACE OPERATIONS AND MANAGEMENT PLAN FOR
VILLAGE @ THE BLUFF

Inspections and Reporting

- The Preserve will be inspected annually between March 1 and June 30 by the Monitoring Biologist;
- The Monitoring Biologist will perform initial vegetation inspection of the Preserve noting native communities and noxious/invasive weed communities;
- The Monitoring Biologist will also inspect the Preserve for overall compliance with the terms of the Easement with respect to litter and evidence of use by domestic animals such as dogs.
- The Preserve Manager/Grantee will note general site conditions with respect to litter, along with additional items noted.
- The Monitoring Biologist will draft a report within 30-days of inspection and deliver it to the Preserve Manager/Grantee; the purposes of determining whether the Areas continue to be sustainable as wetlands and to be in compliance with terms of the Nationwide Permit issued by the U.S. Army Corps of Engineers.

VILLAGE AT THE BLUFF

PHASE 1

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING S00°11'36"W ALONG THE SECTION LINE, 1065.50 FEET AND S89°48'24"E 1326.69 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 22; THENCE S52°57'49"E 370.70 FEET; THENCE S53°00'00"E 355.67 FEET TO THE WESTERLY LINE OF EDGEWATER PARK PHASE 1 SUBDIVISION; THENCE S00°02'58"W ALONG SAID WESTERLY LINE, 550.24 FEET; THENCE N89°50'37"W 107.31 FEET; THENCE S89°25'53"W 60.00 FEET; THENCE N89°50'37"W 105.00 FEET; THENCE WEST 309.00 FEET; THENCE N00°01'47"E 78.25 FEET; THENCE S89°54'58"W 1.97 FEET TO THE EASTERLY LINE OF TRAILSIDE PARK SUBDIVISION PHASE 7; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING THREE (3) COURSES: (1) N00°11'35"E 659.15 FEET; (2) EAST 0.74 FEET; AND (3) N00°10'46"E 250.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 447,618 SQUARE FEET OR 10.276 ACRES MORE OR LESS.

PHASE 2

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF VILLAGE AT THE BLUFF PHASE 1, SAID POINT BEING S00°11'36"W ALONG THE SECTION LINE, 2053.08 FEET AND S89°48'24"E 1328.21 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 22; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) EAST 309.00 FEET; (2) S89°50'37"E 105.00 FEET; (3) N89°25'53"E 60.00 FEET; AND (4) S89°50'37"E 106.85 FEET TO THE WESTERLY LINE OF EDGEWATER PARK PHASE 1 SUBDIVISION; THENCE S00°02'58"W ALONG SAID WESTERLY LINE, 579.00 FEET; THENCE S89°53'47"W 581.11 FEET; THENCE N00°01'47"E 580.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 336,949 SQUARE FEET OR 7.735 ACRES MORE OR LESS.