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ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: MARK 25 LLC

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
BLACK ROCK RIDGE TOWNHOMES
An Expandable Townhome Project**

WHEN RECORDED RETURN TO:

**MARK 25, LLC
1739 Lakewood Drive
Salt Lake City, UT 84117**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
BLACK ROCK RIDGE TOWNHOMES
An Expandable Townhome Project**

This Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Black Rock Ridge Townhomes, a part of the Black Rock Ridge Community development (the "Declaration") is executed by Mark 25, LLC, a Utah limited liability company, (the "Declarant").

RECITALS

A. This Declaration affects that certain real property located in Wasatch County, Utah described with particularity in Article 2 below (hereinafter referred to as the "Property").

B. The Property is an area featuring unique and distinctive terrain;

C. The Property is subject to and bound by the Master Declaration Of Easements, Covenants And Restrictions For The Black Rock Ridge Community (the "Master Declaration") administered by the Black Rock Ridge Master Homeowners Association, Inc., a Utah non-profit corporation (the "Master Association") of which Black Rock Ridge Townhome Owners Association, Inc. is a Sub-associations.

D. Black Rock Ridge Townhome Owners Association, Inc. (the "Association") is an association of all the Townhome Owners of the Black Rock Ridge Townhome Owners Association, Inc. and is a Sub-association of the Master Association.

E. By subjecting the Property to this Declaration and the Master Declaration, it is the desire, intent and purpose of Declarant to create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on that real estate subject to this Declaration and the Master Declaration, and which will increase and preserve the utility, attractiveness, quality and value of the lands and improvements therein.

F. Declarant is the owner of substantially all of the interest in the Property described on Exhibit A hereto and substantially all of the interest in the property described in that certain Declaration of Condominium dated September 25, 2006 and recorded as entry 308173, Book 894, Page 37 et seq. (excepting from the property described in the latter, Buildings 14, 15, 18 and 38) and has obtained the consent to this amendment of the owner or owners whose interest in the common areas and facilities of the Property is equal to or exceeds sixty-seven (67%) of the unit owners expressed in an amended declaration duly recorded as permitted by UCA 57-8-7(3).

F. Declarant has constructed or is in the process of constructing upon the Property a planned residential development which shall include certain Townhouse Lots, Common Area and Facilities, including the right to use and easement of enjoyment of the Common Area and Facilities of The Townhomes at the Black Rock Ridge Community, subject to the provisions of

the Master Declaration. The construction will be completed in accordance with the plans contained in this Declaration and the Final Plat.

G. Declarant intends to sell to various purchasers the fee title to the individual Townhouse Lots contained in the Property, together with an appurtenant undivided ownership interest in the Common Areas and Facilities, as the same may be adjusted hereunder by addition of the Additional Land or otherwise, and subject to this Declaration and the Master Declaration.

H. Declarant desires, by filing this Declaration, to submit the property and all improvements now or hereafter constructed thereon to the Community Association Act, Utah Code Ann., §§57-8a-101 et seq. (the "Act") as well as the provisions and protective covenants set forth herein and the Master Declaration.

I. The Project is to be known as "Black Rock Ridge Townhomes".

J. Since the completion of the development of the Property may be in phases, the completed project will consist of the original phase and all subsequent phases.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Black Rock Ridge Townhomes and the Lot Owners thereof, Declarant hereby executes this Declaration.

1. **Definitions.**

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated.

1. The term Additional Charges shall mean and refer cumulatively to all collection and administrative costs, including but not limited to all attorneys' fees, late charges, accruing interest, service fees, filing and recordation fees, and other expenditures incurred or charged by the Association.

2. The term Additional Land shall mean and refer to additional real property annexed to the Project, including but not limited to that referred to on Exhibit C.

2.A The term Association shall mean and refer to the Black Rock Ridge Townhome Owners Association, Inc.

3. The term Design Review Board shall mean the Design Review Board of the Black Rock Ridge Community pursuant to the Master Declaration Of Easements, Covenants And Restrictions For The Black Rock Ridge Community.

4. The term Area of Common Responsibility shall mean and refer to the area and items for which the Association is responsible.

5. The term Area of Personal Responsibility shall mean and refer to the area and items for which the Owners are responsible.

6. The term Articles of Incorporation shall mean and refer to the Articles of Incorporation of Black Rock Ridge Townhome Owners Association, Inc. on file or to be filed with the Utah Department of Commerce.

7. The term Assessment shall mean and refer to any amount imposed upon, assessed or charged an Owner or Lot.

8. The term Association shall mean and refer to Black Rock Ridge Townhome Owners Association, Inc.

9. The term Board of Trustees shall mean and refer to the governing board of the Association.

10. The term Builder shall mean an owner, Declarant or contractor who obtains a construction or occupancy permit for one or more Buildings or Townhouse Lots.

11. The term Building shall mean and refer to any of the structures constructed in Black Rock Ridge Townhomes.

12. The term Building Exterior Assessment shall mean and refer to any amount imposed upon, assessed or charged an individual Owner for the maintenance, repair or replacement of the building exterior surfaces of his Townhouse Lot, which is not considered a Common Expense.

13. The term Bylaws shall mean and refer to the Bylaws of the Association, a copy of which is attached hereto, marked Exhibit "C", and incorporated herein by this reference.

14. The terms Capital Improvement, Improvement, or Addition shall mean and refer to a permanent addition to or the betterment of real property that enhances its capital value and improves the expenditure of labor or money and is designed to make the property more useful or valuable as distinguished from ordinary repairs.

15. Reserved.

16. Common Area and Facilities or Common Areas shall mean and refer to all of the Property not privately owned or dedicated to the County, owned in common by the Owners including but not limited to the following items:

(a) The real property and interests in real property submitted hereby, including the entirety of the Property and all improvements constructed thereon, excluding the individual Townhouse Lots and any land dedicated to the County;

(b) All Common Areas and Facilities designated as such in the Final Plats;

(c) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Project and intended for the common use of all Owners, such as electricity, gas, water, and sewer;

(e) The Project's outdoor grounds including landscaping, open and green space, entry and monument; and

(f) All other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Property owned by the Association for the common benefit of the Owners. Provided, however, utility installations such as electricity, gas, water, and sewer may be dedicated to the County and, if so, this definition shall not be construed to allow the Association to exclude the County from the ownership and control of the utility systems so dedicated.

17. The term Common Expense shall mean and refer to all sums lawfully assessed against the Owners pursuant to the Act, Master Declaration, and this Declaration.

18. Reserved.

19. The term Standard shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing in Black Rock Ridge Townhomes as determined by the Board of Trustees from time to time.

20. The term Covenant to Share Costs shall mean and refer to any contract, agreement, declaration of easements, licenses and/or covenant to share costs executed by the Declarant or the Association and recorded in the Office of the County Recorder which creates easements for the benefit of the Owners and/or which obligates the Association to share the costs of maintaining certain real, personal, or mixed property described therein.

21. The term Declarant shall mean and include Mark 25, LLC and any person or persons who might acquire title from it to all or some of the unsold Townhouse Lots through purchase, assignment, or other transfer including foreclosure or deed in lieu of foreclosure; or, in the situation where, any person purchases all, or some of the remaining Townhouse Lots in a sale in the nature of a bulk sale. The person acquiring any of such property from the Declarant shall be considered a Declarant with respect to that portion of the property so acquired and shall have the right to develop the property and/or sell such property in accordance with the terms and provisions of this Declaration; provided, however, a notice of succession shall be recorded in the Office of the County Recorder signed by both the current Declarant and by its successor in interest as the new Declarant;

22. The term Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Black Rock Ridge Townhomes, an expandable Townhome project.

23. The term Dedicated Streets shall mean and refer to those streets within the Project formally dedicated to the County or any other municipal or governmental body politic, entity, or agency.

24. The term Default Assessment shall mean and refer to any amount imposed upon, assessed, or charged an individual Owner pursuant to the Governing Documents for failure to perform an obligation under the Governing Documents or because the Association has incurred an expense on behalf of the Owner.

25. The term Design Guidelines shall mean and refer to any design guidelines required by the County, the Board of Trustees, or the Design Review Board of the Master Association.

26. The term Developer shall mean Mark 25, LLC and refer to the Declarant.

27. The term Developmental Rights shall mean and refer to the right granted hereunder to the Declarant, its agents, representatives, employees, successors and assigns, to develop and improve Black Rock Ridge Townhomes.

28. Reserved.

29. The term Eligible Guarantor shall mean and refer to a governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with the Declaration.

30. The term Eligible Insurer shall mean and refer to an insurer of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

31. The term Eligible Mortgagee shall mean and refer to a mortgagee, beneficiary under a trust deed, or lender who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

32. The term Eligible Votes shall mean and refer to those votes available to be cast on any issue before the Association or the Board of Trustees. A vote which is for any reason suspended is not an eligible vote.

33. The term Final Plat shall mean and refer to the recorded Final Plat for Black Rock Ridge Townhomes, as amended, on file in the Office of the County Recorder.

34. The term Governing Documents shall mean and refer to the Master Declaration, this Declaration, Bylaws, Rules, and Articles.

35. The term Guest shall mean and refer to a guest, visitor, or invitee of an Owner or the occupant of a Townhouse.

36. The term Guest Parking shall mean and refer to those parking spaces reserved for the exclusive use of Guests.

37. Reserved.

38. Reserved.

39. The term Individual Charge shall mean and refer to a charge levied against an Owner or Permittee for all expenses resulting from the act or omission of such Person, excepting the Owner's failure to pay any Assessment. Individual Charges shall include, by way of illustration but not limitation, any expense resulting from the act or omission of any Person including:

(a) The cost to repair any damage to any portion of the Property caused by the such Person; or

(b) The cost to satisfy any expense to any other Owner or to the Association due to any intentional or negligent act or omission of such Person, or resulting from the breach by such Person of any provisions of the Governing Documents; or

(c) Any fines or other individual monetary charges. While Individual Charges are not Assessments, they are secured by a lien in the same manner as Assessments, as set forth below. The Association also shall have all other remedies, both legal and equitable, described in the Governing Documents available against any Owner for nonpayment.

40. The term Land shall mean and refer to all of the real property subject to this Declaration.

41. The term Landscaping shall mean and refer to the grass, trees, shrubs, bushes, flowers, plants, and like improvements located within Black Rock Ridge Townhomes, as well as the appurtenant sprinkling and irrigation systems.

42. The term Lender shall mean and refer to a Mortgagee.

43. The term Lot shall mean and refer to a lot as shown on the Final Plat. Each Lot shall be assigned a separate "parcel" or tax identification number by the appropriate governmental agency.

44. The term Lot Number shall mean and refer to the number, letter or combination thereof designating a particular Lot, identified on the Final Plat as a "Townhouse Lot Number."

45. Reserved.

46. The term Manager shall mean and refer to a Person appointed or hired by the Association to manage and operate Black Rock Ridge Townhomes.

47. The term Map shall mean and refer to the Final Plat.

48. The term Master Assessment shall mean and refer to any Assessment assessed by the Master Association.

48.A The term Master Association shall mean and refer to Black Rock Ridge Master Homeowners Association, Inc., a Utah nonprofit corporation as further outlined in the Master Declaration.

48.B The term Master Declaration shall mean and refer to the Master Declaration Of Easements, Covenants And Restrictions For the Black Rock Ridge Community, as may be amended from time to time.

49. The term Member, unless the context clearly requires otherwise, shall mean and refer to the Owner of a Townhome (including ownership of a "Lot", "pad", or "Parcel" of or for a Townhome, whether or not constructed and whether or not the Owner resides on the Parcel), being thereby entitled to vote and otherwise participate in decisions made by the Association and which parties shall constitute the Owners, each of whom is obligated, by virtue of his ownership to be a member of the Association.

49. The term Mortgage shall mean and refer to any mortgage, deed of trust or other security instrument (including the seller's rights under a contract for deed) by which a Townhouse Lot or any part thereof or interest therein is encumbered. A First Mortgage is a Mortgage having priority as to all other Mortgages encumbering a Townhouse Lot, or any part thereof or interest therein.

50. The term Mortgagee shall mean and refer to any person or entity named as the mortgagee, beneficiary or holder of the seller's interest (so long as a copy of the contract for deed is given to the Association) under any Mortgage by which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage. A First Mortgagee shall mean and refer to any person or entity holding a First Mortgage including any insurer or guarantor of a First Mortgage. Any and all Mortgagee protections contained in the Declaration shall also protect the Declarant as the holder of a First Mortgage of a Townhouse Lot, or any interest therein.

51. The term Office of the County Recorder or County Recorder shall mean and refer to the Office of the County Recorder of Wasatch County, Utah.

52. The term Owner shall mean and refer to a Person who is the owner of a fee or an undivided fee interest in a Townhouse Lot, excluding a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

53. The term Period of Declarant's Control shall mean and refer to the period concluding not later than the date of express written relinquishment by Declarant or its predecessor of such control or until September 25, 2012, whichever comes first, but without

prejudice to Declarant's right to cast one vote for each Lot owned by Declarant, whether or not such Lot is developed or occupied.

54. The term Permittee shall mean a Guest, tenant, renter, lessee and non-occupant residents.

55. The term Person shall mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

56. The term Plans and Specifications shall mean and refer to any and all documents designed to guide or control the construction of an Improvement, or alterations, modifications, changes, additions and the like thereto, including without limitation all documents indicating the size, shape, configuration and/or materials, to be incorporated; all site plans, excavation and grading plans, elevation drawings, floor plans, techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the improvement or proposal in question.

57. The term Private Street shall mean and refer to a street not dedicated to the County or any city, state, or other governmental body politic, entity or agency.

58. The term Project shall mean and refer to Black Rock Ridge Townhomes.

59. The term Property shall mean and refer to all of the land or real estate, Improvements and appurtenances comprising the Project submitted to this Declaration.

60. The term Recreational, Oversized, or Commercial Vehicle shall mean and refer to any recreational, commercial or oversized vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other recreational or commercial transportation device of any kind.

61. The term Repair shall mean and refer to merely correcting the damage done sometimes by accident or fire or other cause, but more often due to the ravages of time and the deterioration resulting from ordinary wear and tear, by substituting for the damage, decayed or worn-out parts, new material, usually similar to that replaced, and so restoring the structure to its original sound condition.

62. The term Residence Number shall mean and refer to the street number that identifies only one Townhouse Lot in Black Rock Ridge Townhomes.

63. The term Resident shall mean and refer to any person living or staying Black Rock Ridge Townhomes. This includes but is not limited to natural person or persons residing in the Townhouse Lot.

63.A. The term Rules shall mean and refer to the rules, resolutions, and/or regulations adopted by the Board of Trustees.

64. The term Single Family shall mean and refer to one of the following: (a) a single person, (b) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (c) a group of not more than three unrelated persons who maintain a common household to be distinguished from a group occupying a boarding house, club, fraternity or hotel. An additional person or persons may also be allowed under appropriate circumstances, for example, as a caretaker or as domestic help, with the prior written consent of the Board of Trustees.

65. The term Single Family Residence shall mean and refer to both (a) the architectural style of a Building or Townhouse Lot and (b) the nature of the residential use permitted.

66. The term Total Votes of the Association shall mean and refer to the total number of votes appertaining to all Townhouse Lots at Black Rock Ridge Townhomes.

67. The term Townhouse shall mean and refer to a Townhouse Lot.

68. The term Townhouse Lot shall mean and refer to a Lot; and all mechanical equipment and appurtenances located (a) within any one Townhouse Lot or (b) located without the Townhouse Lot but designated and designed to serve only that Townhouse Lot, such as electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Townhouse Lot; so shall all decorated surfaces of interior walls, floors and ceilings, including but not limited to all paint, wallpaper, wall coverings, windows and window frames, doors and door frames, trim, carpeting, tile and linoleum; all pipes, wires, conduits, or other utility lines or installations constituting a part of the Townhouse Lot or serving only the Townhouse Lot; and any structural members, exterior walls, foundations, roofs, parts, components or any other property of any kind, including fixtures or appliances within any Townhouse Lot, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the Building within which the Townhouse Lot is located shall be deemed to be part of the Townhouse Lot.

69. The term Tract shall mean and refer to all of the real estate submitted to this Declaration.

70. The term Trustee shall mean and refer to each voting member of the Board of Trustees of the Association.

71. The term Use Restrictions shall mean and refer to the use restrictions governing the Project set forth herein, as they may be modified, amended, repealed, canceled, limited, withdrawn or expanded from time to time.

72. Visible From a Neighboring Property shall mean with respect to any object, that such object is or would be visible to an individual six feet (6') tall, standing at ground level on any portion of the neighboring property.

2. **Submission.**

The Declarant hereby submits the Black Rock Ridge Townhomes Property described in Exhibit A, to the Act, Master Declaration, and this Declaration, together with all appurtenances thereto, to be known collectively as Black Rock Ridge Townhomes, and the Declarant hereby declares that Black Rock Ridge Townhomes and every part thereof is and shall be held, conveyed, devised, leased, granted, encumbered, used, occupied, and otherwise transferred in any manner, subject to the provisions of the Act, Master Declaration and this Declaration. Each and all of the provisions hereof are hereby declared to be in furtherance of the general plan and scheme of ownership, and are further declared to be for the benefit of the Property and every part thereof, and for the benefit of each Owner. All provisions hereof shall be deemed to run with the land as covenants running with the land, or as an equitable servitude, as the case may be, and shall bind all persons hereafter acquiring or owning any interest in the Property, however such interest may be obtained.

All present and future Owners, Permittees, and Mortgagees shall be subject to and shall be obligated to comply with the provisions of this Declaration.

Acceptance of a deed of conveyance, entering into a lease or rental agreement, taking possession of a Townhouse Lot, accepting a mortgage on one of the Townhouse Lots, or entering the Project shall constitute an agreement that the provisions of the Declaration, and all amendments thereto, are accepted and ratified by such Persons, and all of such provisions shall be deemed and taken to bind any Person having at any time any interest or estate in such Townhouse Lot, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease, or rental agreement thereof.

3. **The Buildings and Facilities.**

(a) Black Rock Ridge Townhomes consists or will consist of up to twenty-two (22) Buildings as shown on the Final Plat.

(b) Black Rock Ridge Townhomes consists or will consist of up to one hundred and sixty (160) Townhouse Lots as shown on the Final Plat.

(c) All details involving the description and location of the 22 Buildings, Townhouse Lots and other like details are shown on the Final Plat.

(d) Common Areas consist or will consist of the Entry, Entry Monument, private roads, any clubhouse, driving lanes and parking amenities, open areas and green space, and all other common elements as denoted on the Master Final Plat and Final Plat. The Declarant may but is not obligated to construct a clubhouse.

4. **Nature and Incidents of Ownership.**

(a) In addition to a fee simple interest in a Townhouse Lot, each Owner shall be a member in the Association. Such membership is hereby declared to be appurtenant to the Lot.

(b) Percentages of ownership, voting rights and the allocation of Common Expenses shall be equal and uniform among all Lots.

(c) Title to a Townhouse Lot may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Utah.

(d) The Common Areas and Facilities may not be separated or partitioned.

(e) No Lot may be separated or partitioned from its corresponding membership interest in the Master Association or the Association.

(f) Each Lot shall always be conveyed, devised, encumbered, and otherwise affected with its appurtenant membership in the Association. The Lot and membership interest in the Association may never be separated from one another.

(g) Common Area and Facilities shall be owned by the Owners according to their undivided interests and shall be used in common by all the Owners in the Project, and no Owner may bring any action for partition thereof.

(h) Subject to the limitations contained in this Declaration, any Owner shall have the non-exclusive right to use and enjoy the Common Areas.

(i) If any part of the Common Areas encroaches or shall hereafter encroach upon a Townhouse Lot, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Townhouse Lot encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Townhouse Lot, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Areas or a Townhouse Lot. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the building on the Property, by error in the Map, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Property or any part thereof.

(j) Each Owner hereby appoints the Board of Trustees as his agent, to have access to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas or Areas of Common Responsibility, making emergency repairs therein necessary to prevent damage to the Common Areas or to another Townhouse Lot. The Board of Trustees shall also have such right independent of any agency relationship. Damage to a Townhouse Lot resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs at the insistence of the Board of Trustees or an Owner shall be a Common Expense; provided however, that if such damage is the result of negligence of the Owner of a Townhouse Lot, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the Property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Board of Trustees by Assessment as provided herein. The Association and each Owner, by virtue of his or her acceptance of a deed or other document of conveyance, hereby grant to the County and fire department access to the fire hydrants located in Black Rock Ridge Townhomes.

(k) Each Owner shall have a right of ingress and egress over, upon and across the Common Areas necessary for access to his Townhouse Lot. Each Owner shall have a right to the horizontal and lateral support of his Townhouse Lot, and such rights shall be appurtenant to and pass with the title to each Townhouse Lot.

(l) The Board of Trustees shall have a non-exclusive easement to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain storage and maintenance facilities in Common Areas for use by the Board of Trustees and the right to perform maintenance and repairs on the exterior walls and structures of the Townhomes, together with their foundations and roofs.

(m) Easements are reserved throughout the Property as may be required for utility and other services, including but not limited to performance of the Association's obligation to maintain and repair the exterior walls, structures, foundations and roofs of the Townhomes.

(n) All conveyances of a Townhouse Lot hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to this Declaration, even though no specific reference to such easements appears in any such conveyance.

5. Description and Conveyance of a Townhouse Lot.

(a) Every conveyance or contract for the sale of a Townhouse Lot and every other instrument affecting title to a Townhouse Lot may describe that Townhouse Lot by the number shown on the Map, in substantially the following fashion:

LOT NO. , as shown in the Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Black Rock Ridge Townhomes, a part of the Black Rock Ridge Community development and on the Final Plat for Black Rock Ridge Townhomes, Iroquois Phase 2, 3rd Amendment, Amending Buildings 1-13, 16 to 17, 19 to 25 and Parcels E and F, recorded 06/29/2012, Book 1058, Page 850 et seq., as the same may be amended from time to time, appearing in the records of the County Recorder of Wasatch County, Utah, together with an undivided interest in and to the Common Area and Facilities, as the same are established and identified in the Declaration and Map referred to above.

SUBJECT TO: The Master Declaration, Community Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Black Rock Ridge Townhomes, a part of the Black Rock Ridge Community development and Final Plat for Black Rock Ridge Townhomes; all liens for current and future Assessments and charges imposed or levied pursuant to the Master Declaration or Neighborhood Declaration of Covenants,

Conditions and Restrictions, and Reservation of Easements for Black Rock Ridge Townhomes, a part of the Black Rock Ridge Community development; mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record; all easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Final Plat or otherwise existing; an easement for every pipe; line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described tract; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

Such description shall be construed to describe the Townhouse Lot, together with the appurtenant membership in the Association, and to incorporate all the rights and limitations incident to such ownership contained in the Governing Documents.

(b) Title to each Townhouse Lot is hereby made subject to the terms and conditions hereof which bind the Declarant and all subsequent owners, whether or not it be so expressed in the deed by which any Owner acquired a Townhouse Lot.

6. **Board of Trustees, Trustees Rights and Obligations.**

(a) The business, property and affairs of the Association shall be managed by a Board of Trustees composed of three (3), five (5), or seven (7) Owners elected by the Association's Members as provided in the Bylaws. In the event a Board of Trustees seat is vacant, the remaining members of the Board of Trustees shall elect a replacement as provided in the Bylaws. Declarant may serve as sole member of the Board of Trustees, prior to the purchase of Lots by initial Owners or Declarant may appoint non-Owners to serve on the Board of Trustees until Owners qualified and willing to serve are available.

(b) The Board of Trustees may exercise any right or privilege given to it expressly by this Declaration, or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

(c) The Board of Trustees shall have the rights and obligations set forth in the Bylaws.

(d) Subject to the rights, power and authority of the Master Association and Association, the Board of Trustees shall be responsible for (1) the management and control of the Common Area and Facilities within Black Rock Ridge Townhomes, and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair; and (2) the repair or replacement of such Common Area and Facilities and Areas of Common Responsibility and shall have the right to contract for all goods, services, and insurance payments which are made for such repairs or

replacement. The cost of such management, operation, maintenance, and repair by the Board of Trustees shall be a Common Expense.

(e) The Board of Trustees may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Board of Trustees shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Board of Trustees or by any person or entity with whom or which it contracts. The Board of Trustees may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property; the enforcement of this Declaration, the Bylaws, or any Rules and Regulations. The Board of Trustees may arrange with others to furnish lighting, water, snow removal, grounds maintenance and other common services. The cost of such services shall be borne as provided in section 7 of this Declaration and in the Bylaws.

(f) The Board of Trustees may acquire and hold, for the use and benefit of all Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Association.

(g) The Board of Trustees may make Rules governing the use of the Townhouse Lots and of the Common Area and Facilities within Black Rock Ridge Townhomes, which Rules shall be consistent with the rights and duties established in this Declaration.

(h) The Board of Trustees may suspend an Owner's voting rights for the period during which such Owner fails to comply with the Governing Documents. Notice of non-compliance will be sent to an Owner at least ten (10) days prior to any meeting at which action may be taken by the Board of Trustees. The Board of Trustees may also take judicial action against any Owner to enforce compliance with the Governing Documents, with other obligations, or to obtain damages for non-compliance, all to the extent permitted by law.

(i) The Board of Trustees may fine or otherwise sanction an Owner or Permittee for a violation of the Governing Documents.

(j) If for any reason the corporate status of the Association is suspended or dissolved, the Board of Trustees may unilaterally act to reinstate the corporate status of the Association. Any such expiration or invalidation shall not relieve any Owner from paying assessments and abiding by all restrictions, covenants, and conditions contained in this Declaration.

7. Assessments.

(a) Each Owner of any Lot by the acceptance of a deed therefore, whether or not it be so expressed in the deed, hereby covenant and agree with each other and with the Association to pay to the Association all Assessments, including by illustration but not limitation all Special, Individual or Default Assessments, and other fees, charges, levies and fines as provided in the Governing Documents. Anything to the contrary notwithstanding, the Declarant is not obligated to pay Assessments on Lots it owns or leases, including by way of illustration but not limitation any model townhomes, unless such Lots are leased or occupied.

(b) The total annual Assessments against all Lots shall be based upon advance estimates of cash requirements by the Board of Trustees to provide for the payment of each Owner's share of the Common Expenses and all estimated expenses growing out of or connected with the maintenance and operation of the Common Area and Facilities, among other things, expenses of management; grounds maintenance; taxes and special assessments levied by governmental authorities until the Lots are separately assessed as provided herein; premiums for all insurance which the Association is required or permitted to maintain; common lighting and heating; water charges; trash collection; sewer service charges; repairs and maintenance; wages for employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking fund; all assessments of the Master Association for management and maintenance of the Master Association common areas and facilities; and any other expenses and liabilities which may be incurred by the Board of Trustees for the benefit of the Owners under or by reason of this Declaration.

(c) Each Lot shall be separately metered for gas and electricity. Costs of gas and electric service to the Lots shall be paid by the individual Owners. Water and sewer for individual Lots shall be separately metered. Costs for water and sewer services to the Lots shall be paid by the individual Owners. Common utilities shall be considered a Common Expense. Water, sewer, gas, electricity and garbage for Common Area and Facilities may be metered separately or in combination with individual Lots.

(d) Expenses attributable to the Common Areas and Facilities as a whole shall be apportioned among all Lots not owned by the Declarant, except as otherwise provided, equally and uniformly.

(e) Annual Assessments shall be made on a calendar year basis. The Board of Trustees shall give written notice of each annual Assessment not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year. The first annual Assessment shall be for the balance of the calendar year remaining after the date fixed by the Board of Trustees. Each annual Assessment shall be due and payable in monthly installments on the first day of each and every month and no separate notices of such monthly installment shall be required.

(f) In addition to Annual Assessments, the Board of Trustees may levy in any Assessment year a Special Assessment, payable over such a period as the Board of Trustees may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Property or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This paragraph shall not be construed as an independent source of authority for the Board of Trustees to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other paragraphs of this Declaration. Any amounts assessed pursuant hereto shall be assessed to the Owners in proportion to their respective membership interest in the Association. Notice in writing of the amount of such Special Assessments and the time for their payment shall be given as soon as is reasonably possible to the Owners. Payment shall be due on the dates and in the manner provided in the notice.

(g) All sums assessed to any Lot pursuant to this section, together with interest thereon as provided herein shall be secured by a lien on such Lot in favor of the Association. Such lien shall have such priorities as established by law.

(h) To establish a lien for any unpaid Assessment, the Board of Trustees shall prepare a written notice of lien as set forth by statute. No notice of lien shall be recorded until there is a delinquency in the payment of an Assessment or other monetary obligation. Such lien may be enforced by judicial or non-judicial foreclosure by the Board of Trustees as provided by law. The lien shall also secure, and the Owner shall also be required to pay to the Board of Trustees any Assessments against the Lot which shall become due during the period of foreclosure sale or other legal sale. The Board of Trustees may bid on the Lot at foreclosure or other sale and may acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

(i) A release of lien shall be executed by the Board of Trustees and recorded in the office of the County Recorder of Wasatch County, Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

(j) If an encumbrancer holding a lien on a Lot pays any amounts secured by the lien created by this section, the encumbrancer shall be subrogated to all rights of the Board of Trustees with respect to such lien, including priority.

(k) The Board of Trustees shall report to any Eligible Mortgagee of a Lot any unpaid Assessments remaining unpaid for longer than ninety (90) days.

(l) The amount of any Assessment against any Lot shall be the personal obligation of the Owner thereof. Suit to recover a judgment of such personal obligation shall be maintainable by the Board of Trustees without foreclosing or waiving the lien securing the same. No Owner may void or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Lot or any amenities.

(m) Upon payment of a reasonable fee not to exceed twenty-five dollars (\$25) or other amount provided in the Act, whichever is higher, and upon written request of any Owner, or any Mortgagee, prospective Mortgagee or prospective purchaser of an Lot, the Board of Trustees shall issue a written statement setting forth the amount of unpaid Assessments, if any, with respect to such Lot; the amount of the current annual Assessment and the portion thereof which has theretofore been paid; and credit for advanced payments or prepaid items. Such statement shall be conclusive upon the Board of Trustees in favor of persons who rely thereon in good faith.

(n) Subject to the provisions of subparagraph (m), a purchaser of a Lot shall be jointly and severally liable with the seller for all unpaid Assessments against the Lot up to the time of the conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such Assessments.

(o) The Board of Trustees may elect to (a) terminate utilities and the right to use Common Areas and Facilities for non-payment of Assessments and/or (b) collect rents directly from a renter if the Lot Owner who is renting the Lot fails to pay any Assessment for a period of more than sixty (60) days after it is due and payable.

(p) Anything to the contrary notwithstanding, any Mortgagee who obtains title to a Lot pursuant to the remedies in the mortgage or trust deed or through foreclosure will be liable for up to six (6) months of the unpaid regularly budgeted Assessments, dues or charges accrued before acquisition of the title to the property by the Mortgagee, and for any reasonable attorney's fees and costs related to the collection of the unpaid Assessments. All other grantees who obtain title to a Lot in a voluntary conveyance or pursuant to the remedies in a mortgage or trust deed or through foreclosure shall be jointly and severally liable with the trustor or mortgagor for all unpaid Assessments, late fees, default interest and collection costs, including a reasonable attorney's fee, against the Lot for its share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the trustor or mortgagor the amounts paid by the grantee.

(q) Any Assessment, fine, Individual Charge, or other monetary obligation shall bear interest at a rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

(r) A late fee in a sum to be determined by the Board of Trustees may be charged on any payment not paid within ten (10) days after its due date.

8. Use of Townhouse Lots.

(a) Each Townhouse Lot is intended and restricted to be used for residential use. No Townhouse Lot shall be used except for residential purposes for a Single Family, as defined herein. Each Owner shall have and enjoy the privileges of fee simple ownership of his Townhouse Lot. There shall be no requirements concerning who may own a Townhouse Lot, it being intended that they may and shall be owned as any other property rights by any Person. Unless otherwise expressly and specifically noted, the Project shall be used only for residential purposes and the Common Areas and Facilities shall only be used in a manner consistent with the residential nature of the Project.

(b) There shall be no obstruction of Common Areas by Owners or Permittees without the prior written consent of the Board of Trustees. The Board of Trustees may, by Rules, prohibit or limit the use of the Common Areas and Facilities as may be reasonably necessary for protecting the interests of all Owners or protecting the Townhouse Lots or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas and Facilities without the prior written consent of the Board of Trustees, except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Areas and Facilities except upon the prior written consent of the Board of Trustees.

(c) Nothing shall be done or kept in any Townhouse Lot or in the Common Area and Facilities which would result in the cancellation of the insurance on the Property or increase the

rate of the insurance on the Property, over what the Board of Trustees, but for such activity, would pay, without the prior written consent of the Board of Trustees. Nothing shall be done or kept in any Townhouse Lot or in the Common Areas and Facilities or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area and Facilities shall be committed by any Owner or any Permittee of any Owner, and each Owner shall indemnify and hold the Board of Trustees and the other Owners harmless against all loss resulting from any such damage or waste caused by that Owner or a Permittee; provided, however, that any Permittee of the Declarant shall not under any circumstances be deemed to be a Permittee invitee of any other Owner.

(d) Each Owner shall keep the exterior of his Townhouse Lot and the adjacent Common Area and Facility in a clean, sanitary and attractive condition, and good state of repair. All rubbish, debris or unsightly materials or objects of any kind shall be regularly removed from Lots and shall not be allowed to accumulate therein or thereon. Refuse containers and machinery and equipment not a part of the Lots, shall be prohibited in any Lot unless obscured from view of adjoining Lots and Common Area. Trash and garbage shall be properly disposed in accordance with the Rules applicable thereto adopted by the Board of Directors. No external items such as, but not limited to, deck or patio furniture, television and radio antennas, satellite dishes, flag poles, clotheslines, wiring, insulation, air conditioning equipment, water softening equipment, fences, awnings, ornamental screens, exterior doors, screen doors, porch or patio or balcony enclosures, sunshades, lighting fixtures, walls, windows, skylights, landscaping and planting, other than those provided in connection with the original construction for the Project, and any replacements thereof, and other than those approved by the Board of Trustees, and any replacements thereof, shall be constructed, erected or maintained on the Project without the prior written approval of the Board of Trustees. The Board of Trustees may adopt Rules regulating the location, type, color, and design of these external fixtures.

(e) Only curtains, drapes, shades, shutters and blinds may be installed as window covers. No window shall be covered by paint, blankets, rugs, foil, sheets, tint, film, or similar items. The Board of Trustees may adopt Rules regulating the type, color, and design of any window coverings that can be viewed from outside of the Townhouses.

(f) No Owner or Permittee shall violate the Rules as adopted from time to time by the Board of Trustees.

(g) No alterations, plumbing, electrical, or similar work within the Common Area and Facilities shall be done by any Owner or Resident without the prior written consent of the Board of Trustees, except emergency repair. No alterations, plumbing, electrical or similar work within a Townhouse Lot that may affect the structural integrity of the Building or another Townhouse Lot shall be done by any Owner or Resident without the prior written consent of the Board of Trustees, except emergency repair.

(h) Notwithstanding anything herein to the contrary, until the Declarant has completed and sold all of the Townhouse Lots, neither the Owners who have purchased Townhouse Lots nor the Board of Trustees shall interfere with the completion of the

contemplated improvements and sale of the Townhouse Lots. The Declarant may make such use of the unsold Townhouse Lots and the Common Areas as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, the showing of the Townhouse Lots, and the display of signs.

(i) Similarly situated Owners and residents shall be treated similarly.

(j) The rights of Owners and residents may display religious and holiday signs, symbols, and decorations on their Townhouse Lots of the kinds normally displayed in residences located in single family residential neighborhoods shall not be abridged, except that the Association may adopt time, place, and manner restrictions regulating displays which are visible from outside the Townhouse Lot. Signs, symbols and decorations generally, such as wind chimes, wreaths, dream catchers, pinwheels and so forth, may be controlled by Rule and may not be installed or placed so as to be visible to or heard by other residents without the express prior written consent of the Board of Trustees.

(k) No Rule shall interfere with the freedom of occupants of Townhouse Lots to determine the composition of their households, except that the Declaration limits residency in a Townhouse Lot to a Single Family, as defined herein, and the Association shall generally limit the total number of occupants permitted in each Townhouse Lot to not more than two per bedroom or as otherwise required by the County fire code and considering the size and facilities of the Townhouse Lot and its fair share use of the Common Areas and Facilities.

(l) No Rule shall interfere with the activities carried on within the confines of Townhouse Lots, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Townhouse Lots, that generate excessive noise or traffic, that create unsightly conditions visible from outside the Townhouse Lot, or that create unreasonable sounds of annoyance.

(m) No resident may operate a commercial trade or business in or from his Townhouse Lot with employees of any kind. No commercial trade or business may store any inventory over 250 cubic feet, and it must be contained within the Townhouse Lot. No commercial trade or business may be conducted in or from a Townhouse Lot unless (a) the business activity conforms to all home occupation and zoning requirements governing the Project; (b) the operator has a city issued business license; (c) the business activity satisfies any home occupation Rules adopted by the Board of Trustees, as they may be modified from time to time; and (d) the resident has obtained the prior written consent of the Board of Trustees. Notwithstanding the foregoing, the leasing of a Townhouse Lot shall not be considered a trade or business within the meaning of this subsection.

(n) All motor vehicles, trailers, watercraft, bikes and other transportation devices of any kind as determined by the Board of Trustees shall be subject to and governed by the Rules adopted by the Board of Trustees.

(o) No Lot shall be used as a dumping ground. All trash, garbage, debris, rubbish, or other waste shall be kept in a sealed, sanitary bag or container, and stored out of sight except for a twenty-four (24) hour period on pick-up days.

(p) Satellite dishes, aerials, antenna, or systems may only be installed in accordance with FCC regulations taking into consideration the written Rules or guidelines established for or by the Board of Trustees. The Board of Trustees may bar, in its sole discretion, satellite dishes, aerials, antenna, or systems, including HAM radio antenna, not expressly authorized by FCC regulations.

(q) No pets, animals, livestock, or poultry of any kind may be commercially bred at the Property. Up to two (2) domestic pets as that term is defined by county ordinance per Townhouse Lot are allowed. All pets must be properly licensed and registered. Pets may not create a nuisance. The following acts shall be considered a nuisance: (1) causing damage to the property of anyone other than the pet owner; (2) causing unreasonable fouling of the air by odors; (3) causing unsanitary conditions; (4) running loose throughout the Property and not in a cage or on a leash and under the control of a responsible person; (5) barking, howling, whining, or making other disturbing noises in an excessive, continuous or untimely fashion; (6) molesting or harassing passersby by lunging at them or chasing passing vehicles; (7) attacking or threatening to attack people or other domestic animals; (8) otherwise acting so as to bother, annoy or disturb the sensibilities of a reasonable person or interfering with the right of residents to the peaceful and quiet enjoyment of their property; or (9) the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents. The Board of Trustees may require pet registration and may charge a registration fee and/or pet security deposit.

(r) No signs, billboards or advertising structures or devices of any kind may be built, installed or displayed on the Property or in any Townhouse Lot, except one 2' x 2' "For Sale" sign may be put in one window of a Townhouse Lot. No political signs are allowed, except that one 12"x 12" sign per Lot may be displayed in a window during the one month period prior to any general, special or primary election. Anything herein to the contrary notwithstanding, this signage restriction does not apply to and is not binding upon the Declarant, who is expressly authorized to employ and use whatever signs or signage it deems appropriate to market its Townhouse Lots.

(s) All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Property land use and buildings.

(t) Personal property placed on a patio, deck or balcony shall be managed and controlled by Rules adopted by the Board of Trustees, as it may be modified from time to time and may, although the Board of Trustees is not obligated to do so, allow one table and one set of chairs. Clothes lines, the hanging or drying of clothes, swimsuits and towels, dream catchers, wind chimes, pinwheels, the storing of bicycles, tricycles, equipment, machinery, furniture,

appliances, furnishings or other items which may be considered inappropriate or unsightly by the Board of Trustees in its sole discretion, shall not be allowed.

(u) No air conditioning systems or units are allowed except those initially installed by the Declarant and replacements authorized in writing by the Board of Trustees. Window air conditioning units, swamp coolers or other similar refrigeration devices are not permitted.

(v) Fencing, except that installed initially by the Declarant and its replacement authorized by the Board of Trustees, is not allowed. All replacement fencing must be approved in writing by the Board of Trustees in order to maintain quality of construction and the integrity of the original design scheme.

(w) The driving, parking, standing, and storing of motor vehicles and trailers in, on or about the Project shall be subject to the following:

(1) The parking Rules adopted by the Board of Trustees from time to time;

(2) The parking areas are not designed for Recreational, Commercial or Oversized motor vehicles and the Board of Trustees has the right to make Rules restricting or prohibiting their use. Unless otherwise determined by the Board of Trustees, all Recreational, Commercial and Oversized Vehicles shall be parked outside the Project, except for purposes of loading and unloading.

(3) No motor vehicle or trailer may be parked or stationed in such a manner so as to create a potentially dangerous situation.

(4) No street parking that will interfere with snow removal is allowed.

(5) No motor vehicle or trailer may be parked or stationed in such a manner so as to create an obstacle or hazard or so as to block, obstruct or impair access to a garage, walkway, driveway, Building, or Townhouse Lot.

(6) No motor vehicle or trailer may be parked or stationed in an unauthorized area.

(7) Residents may not park their motor vehicles in red zones, fire lanes, or in violation of this Declaration or the Rules.

(8) Parking of motor vehicles or trailers is not allowed in the driveways with length of less than eighteen (18') feet or as otherwise prohibited by Rule.

(9) The parking of a motor vehicle or trailer that is in the Board's discretion, inoperable, unregistered, unsightly or damaged (eg. apparently requiring repairs of \$1,000 or more) in a driveway or so as to be visible from the street or another Townhouse Lot is prohibited.

(10) Only Guests may park in parking spaces marked, designated or otherwise identified as "Guest Parking".

(11) No Owners or Residents shall repair or restore any vehicle of any kind in, on or about any Lot or the Common Area, except for emergency repairs, and then only for a seventy-two (72) hour period to enable movement thereof to a proper repair facility.

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

(13) Parking amenities shall be used solely and exclusively for the parking and storage of motor vehicles used for personal transportation. For use herein the term "for personal transportation" shall mean a vehicle driven at least every 72 hours for regular transportation and for a purpose other than merely satisfying this condition.

(14) Anything to the contrary notwithstanding, access to the Property by emergency vehicles must be maintained at all times.

(15) Without further or additional notice, the Association may immobilize, tow, and/or impound motor vehicles and trailers parked, stationed or stored in violation of the Governing Documents, and at the owner's sole risk and expense.

(x) No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother or nuisance to the neighborhood, or which might interfere with the right of other Residents to the quiet and peaceful enjoyment of their Lot. No Owner shall engage in activity within the Project in violation of the Governing Documents, or any laws, ordinances, or statutes of any local, county, state, or federal body. Any such violations shall be deemed a nuisance under this Section.

(y) Leases, Rentals, and Rentals on a Short Term Basis.

(1) There is no restriction on the right of any Owner to lease rent or otherwise grant occupancy rights to a Townhouse, except as provided below.

(2) EACH OWNER BY ACCEPTANCE OF A DEED OR OTHER DOCUMENT OF CONVEYANCE ACKNOWLEDGES AND AGREES THAT THE TOWNHOUSES MAY BE RENTED ON A WEEKLY, MONTHLY, OR OTHER PERIODIC BASIS. AND THAT VACATION AND OTHER SHORT TERM RENTALS ARE PERMITTED, BUT NOT LESS THAN ON A WEEKLY BASIS.

(3) Short term rentals of every kind are allowed, subject to the condition that

Owners who rent their Townhouses for an initial term of less than thirty (30) days ("Short Term Basis") shall:

- (i) Use a professional rental management company, duly licensed and qualified in the State of Utah, which shall provide the following:
 - a. 24-hour management services;
 - b. Have all necessary business and other licenses or permits required by the county or state;
 - c. Provide 24-hour professional rental management company assistance phone number to each customer renting on a Short Term Basis.
 - d. Maximum occupancy of any rental Townhouse shall not exceed two people per bedroom.
 - e. Owners are responsible for the actions and behavior of their tenants. Owners shall review the Declaration, Bylaws, and any Rules with their tenants to ensure compliance. A tenant's violation of the terms of the Declaration, Bylaws or Rules may result in a fine that is the responsibility of the Owner.

9. Capital Improvements.

All expenses for Capital Improvements shall be governed by and subject to the following conditions, limitations and restrictions:

(a) Any Capital Improvement or Addition to the Project which costs twenty percent (20%) or less of the Total Annual Budget of the Association, and does not alter the nature of the Project, may be authorized by the Board of Trustees alone (the "Capital Improvement Ceiling"). A major repair or a major maintenance expense of the Common Areas or Areas of Common Responsibility shall not be considered a Capital Improvement or Addition.

(b) Any Capital Improvement, the cost of which will exceed the Capital Improvement Ceiling, must, prior to the commencement of construction, be authorized by at least a majority of voting Owners of the Association.

(c) Any Capital Improvement which would materially alter the nature of the Project (e.g., changing the roofing materials, the construction of the external Building surfaces, color scheme, etc.) must, regardless of its cost and prior to being constructed or accomplished, be authorized by at least sixty-seven (67%) percent of the total votes of the Association.

(d) Emergencies and Livability of the Project. Notwithstanding anything to the contrary, in case of emergencies or Capital Improvements necessary to preserve the ability of people to comfortably live in the Townhouses, the Board of Trustees may authorize any necessary Capital Improvement.

(e) Common Areas and Facilities Repairs and Replacements. The Association has the responsibility to repair, maintain, and replace the Common Areas and Areas of Common Responsibility whether by reason of normal wear and tear, damage, defect, etc. The cost of such repairs and replacements shall be covered by Assessments. No Owner approval is required to fulfill these Association obligations.

10. Operation, Maintenance and Alterations.

Each Townhouse Lot and the Common Area and Facilities shall be maintained, repaired, and replaced in accordance with the following covenants, conditions and restrictions:

(a) The Townhouse Lots and Common Area and Facilities shall be maintained in a usable, clean, functional, safe, sanitary, attractive and good condition.

(b) The Association is responsible for the maintenance, repair and replacement all of the Common Area and Facilities within or serving the Project unless otherwise expressly noted and is responsible to maintain the exteriors of the structures of the Townhomes including but not limited to the foundations, walls, and roofs (the "Area of Common Responsibility").

(c) Each Owner shall maintain, repair and replace his Townhouse, his driveway and walkways servicing only his Townhome, and the following improvements (whether or not such improvements are located within his Townhouse Lot), including without limitation all individual services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, fixtures, windows and window systems, glass, doors and door systems, garage doors and garage door systems, patios, balconies and decks, window wells, plumbing fixtures, systems and lateral pipes or valves, and all concrete, including the driveway, sidewalks, walkways, steps, porch and landing serving or servicing only his Townhouse Lot, including any damage caused thereby and not covered by insurance. Each Owner shall also maintain any Common Area or Facility appurtenant to his Townhouse Lot broom clean and free of debris, including his driveway, walkways, porch, landing, patio, deck or balcony, broom clean and free of grease spills, leaks, personal property, trash, litter and debris. All maintenance, repairs and replacements are subject to the approval of the Board of Trustees as to construction materials, quality of construction and installation, and uniformity of appearance. No Owner shall allow his Townhouse Lot or the Common Area and Facilities adjacent thereto to detract from the health, safety or uniform appearance or design of the Project. Any repairs or replacements to physical improvements visible to a Neighboring Property, including by way of illustration but not limitation all driveways and walkways appurtenant to a Townhouse Lot, are conditional upon and subject to the prior written approval of the Design Review Board in order to maintain quality of construction and uniformity of appearance. Any such repairs not approved by the Board of Trustees shall be considered unacceptable and non-conforming.

(d) Anything to the contrary notwithstanding, (a) the Association, as part of its Area of Common Responsibility, is responsible for providing, contracting and/or subcontracting for the care, maintenance, repair and replacement of the exterior surfaces of any Building in order to maintain quality of construction and uniformity of appearance and the cost of such care, maintenance, repair and replacement is a Common Expense of the Association however, (b) each Owner is responsible for the cost of any damage caused to the exterior surfaces as a result of the Owner's own negligence or intentional misconduct.

(e) To protect, honor and preserve the integrity and aesthetics of the Project, all landscaping within the Project, including by way of illustration but not limitation, an Entry, Entry Monument, perimeter wrought iron fencing, and/or Rock Pillars, shall be maintained and cared for in a manner consistent with the (i) design scheme, standards of design, appearance and quality of construction originally established by Declarant and (ii) in accordance with any County landscaping maintenance plans or ordinances. All landscaping shall be maintained in a safe, sanitary, and aesthetic condition. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. All lawn areas shall be mowed and edged; all trees, shrubs and bushes shall be pruned and trimmed. No landscaping may affect adversely the value or use of any other Townhouse Lot, or to detract from the uniform design and appearance of the Project established by the Declarant. The responsible association may adopt, amend or repeal written landscaping Rules, guidelines, standards, controls and restrictions from time to time.

(f) If (except in the case of an emergency) after written notice and a hearing, it is determined that any responsible party has failed or refused to discharge properly his obligation with regard to the maintenance, repair, or replacement of the real property and improvements described herein, or that the need for maintenance, repair, or replacement thereof is caused through the willful or negligent act of any person, then the Association, or Board of Trustees may, but is not obligated to, provide such maintenance, repair, or replacement at the defaulting or responsible party's sole cost and expense (the "Default Maintenance Cost"). The Default Maintenance Cost is the debt of such defaulting or responsible party at the time the expense is paid and shall be collectible as such. In addition, it may be considered an "Individual Assessment" against an Owner. An Individual Assessment hereunder which remains unpaid after the time for appeal has expired becomes a lien against the Owner's interest in the property in accordance with the same standards as a lien for the nonpayment of Common Expenses hereunder. Individual Assessments also include any expenses benefitting or attributable to fewer than all of the Townhouse Lots and may be assessed exclusively against the Lots affected or benefitted as determined by the Board. Individual Assessments may, as determined by the Board, include, but are not limited to: (1) Assessments levied against any Townhouse Lot to reimburse the Association for costs incurred in bringing the Lot or its Owner into compliance with the provisions of this Declaration, Bylaws, or Rules and for fines or other charges imposed pursuant to this Declaration for violation of this Declaration, the Bylaws or any Rules; (2) expenses relating to the cost of maintenance, repair, replacement of a Lot and/or Limited Common Area appurtenant to the Lot; and (3) expenses from benefits a Lot Owner has the choice of accepting or rejecting, which may, in the Board's discretion, include, but is not limited to, usage charges for cable, internet, and telephone services, and others that may be established by Board resolution.

(g) The Declarant may make changes to the design and construction of the improvements located in or on the Common Areas and Facilities without additional approval required, including without limitation the consent of the Board of Trustees or Members of the Association; provided, however, no Owner or Permittee may make any structural alterations to the Common Area and Facilities, without the express prior written consent of the Board of Trustees.

(h) No Owner shall do any work or make any alterations or changes which would jeopardize the soundness or safety of the Property, reduce its value or impair any easement or hereditament, without in every such case the unanimous written consent of all the other Owners being first had and obtained.

(i) Each Owner is responsible for the removal of ice and snow accumulations from his driveway walkways, steps and porch. If heat tape is required on or for a roof, each Owner shall be responsible to purchase, install, maintain, repair and replace the heat tape, subject to the approval of the Board of Trustees in order to maintain quality of construction and uniformity of appearance.

11. Storm Drain System, Slope and Drainage Control.

The Declarant shall establish a storm drainage system designed to serve Black Rock Ridge Townhomes, which may but is not obligated to include, in whole or in part, landscaping, open space, retention or detention ponds, streets, driving lanes, parking areas, and other common or private areas (collectively "Subdrain System" or "Storm Drain System").

(a) Maintenance. The Association is responsible to maintain, repair and replace the Subdrain System located in, on, under or within the boundaries of Black Rock Ridge Townhomes.

(b) Interference, Erosion or Damage Prohibited. No structure, object, whether natural or artificial, including by way of illustration but not limitation any tree, shrub, bush or plant, or other improvement or material may be placed or permitted to remain, or other acts or omissions, which may damage or interfere or threaten to damage or interfere with the Subdrain System, established controls, create erosion or sliding problems, or which may change the direction or flow of drainage channels, or obstruct or retard the flow of water through the channels to the detention basin.

(c) Use Restrictions. It shall be the responsibility of each Owner to see that the use of his Lot or Townhouse Lot conforms with and continues to conform with any established grading and drainage plan that has previously been designed by the Declarant.

(d) Alterations to Established Drainage Pattern. For use herein the term "Established Drainage Pattern" is defined as the approved drainage pattern, facilities and improvements in existence at the time a Lot or Townhouse Lot is conveyed to a purchaser by the Declarant, its successor or assign. No changes to the Established Drainage Pattern on any Lot shall be permitted without the prior express written consent of the Board of Trustees.

(e) Restriction Against Pollution of Water. In the interest of public health and sanitation, and so that the property and all other land in the same locality may be benefited by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wild life, and other public uses of such property, no Owner or occupant shall use the property for any purpose that would result in the pollution of any waterway that flows through or adjacent to the property by refuse, sewage, or other material that might tend to pollute the waters of any such streams or otherwise impair the ecological balance of the surrounding lands.

(f) Restriction Against Excavation and Grading. No excavation or deposit of stone, gravel, earth, or other material shall be made on the property, which may impair or threaten to impair the structural integrity and/or support of the Subdrain System, or any part thereof.

(g) Costs. The cost of all improvements, maintenance, repairs and replacements of the Sub-drain System located in Black Rock Ridge Townhomes shall be considered a Common Expense.

(h) Damages. An Owner shall be responsible for damage caused to the Subdrain System in any manner, including negligence.

(i) Governmental Approval. The Association shall not have unilateral authority to change, by vote, alienation, alteration, transfer, sale, or otherwise, the use of the Sub-drain System without the prior written consent of the Master Association and the County, who is hereby made a party to the covenants established by this Declaration for the sole purpose of protecting and preserving the use of the Sub-drain System; however, the County shall neither be a member of the Association nor has a vote in the management, operation or regulation of its affairs, although the County is hereby granted a right of enforcement. This Section may not be amended without the express written consent of the Master Association and the County.

12. Party Walls.

(a) Each wall, if any, which is built as a part of the original construction of the Townhouse Lots upon the properties and placed on the dividing line between the Townhouse Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

(b) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(c) If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Notwithstanding any other provision of this section, an Owner who by his negligent or willful acts causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) Design and construction of party walls shall be subject to the prior written approval and any and all conditions imposed by the Design Review Board of the Master Association, at the Design Review Board's sole and absolute discretion.

13. Signs.

(a) Any entry monument and sign placed within the Common Area shall be maintained by the Master Association in all respects. In the event of a partial or total destruction of the sign from any cause, the Master Association shall rebuild the sign to restore it to its original dimensions and conditions consistent with applicable law, the uninsured cost or expense of such maintenance and/or rebuilding to be treated as a Common Area Assessment. The Master Association and the Association shall have the sole and exclusive right to allocate the space on said sign for any and all purposes.

(b) Any signs comprising a part of a central directory to the Townhouse Lots or business development, or individual signs attached to individual Townhouse Lots shall conform in all respects to the Bylaws as administered by the Board of Trustees.

(c) The requirements of Article 7, Section (q) apply to any and all signs.

14. Insurance.

Anything in this section 14 to the contrary notwithstanding, the Association shall obtain property insurance on the physical structure of all attached dwellings, limited common areas appurtenant to a dwelling on a lot, and common areas in the project, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils and shall also obtain liability insurance including medical payments insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership or maintenance of the common areas, all in accordance with the provisions of Utah Code Annotated 57-8a-403, 405 and 406 and related provisions. Each Lot Owner may also insure his own Lot for his benefit and may be required to obtain insurance to meet the Owner's portion of any deductible on the Association's policy. Consistent with the foregoing requirements of law, the Association shall satisfy at least the following minimum requirements:

a. Property Insurance. Blanket property insurance using the standard "Special" or "All Risk" building form. Loss adjustment shall be based upon replacement cost. For purposes of this sub section, the term "casualty insurance" shall not mean or refer to

"earthquake" or other special risks not included in the standard 'condominium' casualty policy. This additional coverage may be added by the Committee as it deems necessary in its best judgment and in its sole discretion. The Association may purchase a policy with a deductible in an amount to be determined in the discretion of the Association. The Association may require Lot Owners or residents to obtain insurance covering the amount of the deductible if, under the Declaration, they would, but for insurance coverage, be responsible for the loss or claim.

b. Flood Insurance. If any part of the Project's improvements are in a Special Flood Hazard Area -- which is designated as A, AE, AH, AO, AI-30, A-99, V, VE, or V 1-30 on a Flood Insurance Rate Map (FIRM) — the Association shall obtain a "master" or "blanket" policy of flood insurance and provide for the premiums to be paid as a common expense. The policy should cover any common element buildings and any other common property. The Lot Owner may also be required to purchase an individual policy. The amount of flood insurance should be at least equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the appropriate National Flood Insurance Administration program.

c. Liability Insurance. A public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million (\$1,000,000) Dollar single person limit as respects bodily injury and property damage, a Two Million (\$2,000,000) Dollar limit per occurrence, if reasonably available, and a One Million (\$1,000,000) Dollar minimum property damage limit. If possible, the policy should be written on the comprehensive form and shall include non-owned and hired automobile liability protection.

d. Directors and Officers Insurance. A director's and officer's liability or errors and omissions policy, if reasonably available, with at least One Million (\$1,000,000) Dollars in coverage.

e. Fidelity Bond. A separate fidelity bond in a reasonable amount to be determined by the Board of Trustees to cover all non-compensated officers as well as all employees for theft of Association funds, subject to the following:

(1) Agents. Furthermore, where the Committee or the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such bonds are required for the management agent's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Board of Trustees or the Association.

(2) Amount of Coverage. The total amount of fidelity bond coverage required shall be based upon the Board of Trustees' best business judgment, but shall not be less than the estimated maximum amount of funds, including reserve funds, in the custody of the Board of Trustees, the Association, or the Manager as the case may be, at any given time during the term of each bond. Nevertheless, in no event may the amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all Lots, plus reserve funds.

(3) Quality of Coverage. The bonds required shall meet the following additional requirements: (a) they shall name the Board of Trustees, the Association, and the Property Manager as obligee; (b) if the insurance contract or bond excludes coverage for damages caused by persons serving without compensation, and may use that exclusion as a defense or reason not to pay a claim, the insurance company shall, if possible, be required to waive that exclusion or defense; (c) the premiums on all bonds required herein for the Board of Trustees and the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Board of Trustees or the Association as part of the Common Expenses; and (d) the bonds shall provide that they may not be canceled or substantially modified, including cancellation for nonpayment of premium, without at least ten days' prior written notice to the Board of Trustees and the Association, to any Insurance Trustee, and to each service of loans on behalf of any Mortgagee.

f. Earthquake Insurance shall not be required unless requested by at least Sixty Seven percent (67%) of the Members of the Association.

g. Miscellaneous Items. The following provisions shall apply to all insurance coverage:

(1) Quality of Carrier. A "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's Insurance Reports, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's Insurance reports -- International Edition, an "A" or better rating in Demotech's Hazard Insurance Financial Stability Ratings, a "BBBq" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's International Confidential Rating Service -- if the carrier is issuing a master policy or an insurance policy for the common elements in the Project.

(2) The Insured. The name of the insured under each policy required to be maintained hereby shall be set forth therein substantially as follows: "Black Rock Ridge Townhome Owners Association, Inc. for the use and benefit of the individual Owners."

(3) Designated Representative. The Association may designate an authorized representative, including any Insurance Trustee with whom the Homeowners Association has entered into an Insurance Trust Agreement, or any successor to such Trustee, for the use and benefit of the individual Owners.

(4) Beneficiary. In any policy covering the entire Project, each owner and his Mortgagee, if any, shall be beneficiaries of the policy in an amount equal to the Owner's percentage of undivided Ownership interest in the Common Areas and Facilities.

(5) Certificate of Insurance. Evidence of insurance shall be issued to each Owner and Mortgagee upon request.

(6) Mortgage Provisions. Each policy shall contain a standard mortgage clause or its equivalent and shall provide that the policy may not be canceled or substantially modified without at least ten (10) days prior written notice to the Association and to each Mortgagee.

(7) Miscellaneous Provisions. Each insurance policy shall contain at least the following additional miscellaneous items: (a) A waiver of the right of a subrogation against Owners individually; and (b) A provision that the insurance is not prejudiced by any act or neglect of any individual Owner.

(8) Prompt Repair. Each Owner further covenants and agrees that in the event of any partial loss, damage or destruction of his Townhouse Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction.

(9) Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed to repair promptly and reasonably the damages. Any proceeds remaining thereafter shall be placed in a capital improvement reserve account and retained by and for the benefit of the Homeowners Association. This is a covenant for the benefit of the Association and any Mortgagee of a Lot, and may be enforced by them.

(10) Special Endorsements. Each policy shall also contain or provide those endorsements commonly purchased by other Associations in similarly situated first class subdivisions in the county, including but not limited to 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 100% of the property's insurable replacement cost, but no more, and, if the policy includes a coinsurance clause, an Agreed Amount Endorsement which waives the requirement for coinsurance; an Inflation Guard Endorsement when it can be obtained, a Building Ordinance or Law Endorsement, if the enforcement of any building, zoning or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, and increased costs of reconstruction; Steam Boiler and Machinery Coverage Endorsement if the Project has any central heating or cooling.

(11) Restrictions on Policies. No insurance policy shall be maintained where:

(a.) Individual Assessments Prohibited. Under the term of the carrier's charter, Bylaws , or policy, contributions may be required from, or assessments may be made against, an Owner, a borrower, a Mortgagee, or the Management Committee.

(b.) Payments Contingent. By the terms of the Declaration, Bylaws , or policy, payments are contingent upon action by the carrier's board of directors, policyholder, or member, or

(c.) Mortgagee Limitation Provisions. The policy includes any limited clauses (other than insurance conditions) which could prevent the party entitled (including, without limitation, the Board of Trustees, the Association, an Owner, or the borrowers) from collecting insurance proceeds.

(12) Intent. The foregoing provisions shall not be construed to limit the power or authority of the Association, Board of Trustees or Owners to obtain and maintain insurance coverage, in amounts and in such forms as the Board of Trustees or the Association may deem appropriate from time to time.

(13) Deductible. The deductible on a claim made against the Association's Property Insurance Policy shall be paid for by the party who would be liable for the loss, damage, claim, or repair in the absence of insurance, and in the event of multiple responsible parties, the loss shall be allocated in relation to the amount each party's responsibility bears to the total. If a loss is caused by an act of God or nature or by an element, risk or peril beyond the control of the Lot Owner, then the Association shall be responsible for the deductible.

(14) Adjusting Claims. The Board of Trustees has the authority to adjust claims as provided by law.

15. Casualty Damage or Destruction.

(a) All of the Owners irrevocably constitute and appoint the Board of Trustees as their true and lawful agent in their name, place and stead for the purpose of dealing with the Property upon its damage or destruction. Acceptance of a deed from the Declarant or from any Owner shall constitute appointment of the Board of Trustees as attorney in fact for the limited purposes as herein provided.

(b) As attorney in fact, the Board of Trustees shall have full and complete authority, right and power to make, execute, and deliver any contract, deed or other instrument with respect to the interest of a Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subparagraphs means restoring the Property to substantially the same condition in which it existed prior to damage, with each Townhouse Lot and the Common Areas and Facilities having substantially the same vertical and horizontal boundaries as before.

(c) In the event any Mortgagee should not agree to rebuild, the Board of Trustees shall have the option to purchase such mortgage on behalf of the Association by payment in full of the amount secured thereby. The Board of Trustees may obtain the funds for such purpose by Special Assessments under Section 7 of this Declaration.

(d) As soon as practicable after receiving estimates, the Board of Trustees shall diligently pursue completion of the repair or reconstruction of the part of the Property damaged or destroyed, but only if the Property is damaged or destroyed to the extent of 75% or less than the value thereof. In the event the Property is destroyed or damaged to the extent of more than 75% of the value thereof, the Owners shall, at a meeting within one hundred (100) days after such damage or destruction duly called by the Board of Trustees for the purpose, determine whether or not said premises should be rebuilt, repaired or disposed of. Unless Owners representing at least 80% of the Lots of the Association agree to the withdrawal of the Property from the provisions of the Act and this Declaration and to its subsequent disposal, the Property

shall be repaired, rebuilt or restored to substantially the same condition it was in immediately prior to destruction or damage. The Board of Trustees may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be substantially in accordance with the original plans and specifications of the Property or may be in accordance with any other plans and specifications the Owners may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Townhouse Lot may not vary by more than 5% from the number of cubic feet and the number of square feet for such Townhouse Lot as originally constructed pursuant to the original plans and specifications, and the location of any building shall be substantially the same as prior to damage or destruction. The same easements for encroachments as declared in Section 4 shall apply under the provisions of this Section.

(e) The proceeds of any insurance collected shall be available to the Board of Trustees for the purpose of repair or reconstruction. If the proceeds of insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Board of Trustees may levy in advance a Special Assessment sufficient to provide funds to pay the estimated or actual costs of repair or reconstruction. Such Assessment shall be allocated and collected as provided in this Declaration. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

(f) The insurance proceeds held by the Board of Trustees and the amounts received from Assessments provided for in Section 7 constitute a fund for the payment of cost of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost or repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made pursuant to the Assessments the Board of Trustees made under Section 7 of this Declaration.

(g) If 75% of the Owners and all holders of first mortgages on Townhouse Lots agree not to rebuild, as provided herein, the Property may be removed from the provisions as prescribed therein. Withdrawal shall be in accordance with applicable laws.

16. Duty of Owner to Pay Taxes on Townhouse Lot Owned.

Each Townhouse Lot and its appurtenant membership interest in the Association is subject to separate assessment and taxation of each taxing authority and the special district(s) for all types of taxes and Assessments authorized by law, and that as result thereof no taxes will be assessed or levied against the Property as such. Accordingly, each Owner will pay and discharge any and all taxes and assessments which may be assessed on that Townhouse Lot.

17. Allocation of Profits, Losses and Voting Rights.

a) Voting rights (subject to subsection (b) below) shall be distributed among the Lots equally. The ownership interest in the Association appurtenant to each Lot is equal. The

ownership interest of each Lot and membership in the Association shall have a permanent character and shall not be altered without the unanimous affirmative consent of the Lot Owners.

1) The Association shall have one class of membership, known as Class A Members.

2) Class A Members shall be all Owners, including the Declarant.

3) Each Lot, including Lots held by the Declarant shall have one (1) vote;

4) When more than one Person holds such interest in a Lot, the vote for such Lot shall be exercised as those Persons themselves determine. In the event that there are conflicting votes for any one Lot, the vote of such Lot shall be disregarded.

5) Any Owner who has leased his Lot may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to the lessee, provided that a copy of such instrument is furnished to the Secretary at least three (3) days prior to any meeting.

18. Amendment of this Declaration.

(a) General. Except as provided elsewhere in this Declaration (such as, by way of illustration but not limitation, amendments pertaining to the annexation as provided in Section 19, or withdrawal of land) any amendment to this Declaration shall require the affirmative written vote or consent of at least sixty-seven percent (67%) of the Total Votes of the Association cast either in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting. Any amendment authorized pursuant to this Section shall be accomplished through the recordation in the Office of the County Recorder of an instrument executed by the Association. In such instrument an officer or Director of the Association shall certify that the vote required by this Section for amendment has occurred.

(b) Unilateral Right to Amend Under Certain Conditions. Notwithstanding anything contained in this Declaration to the contrary, this Declaration may be amended unilaterally at any time and from time to time by Declarant if such Amendment is (1) necessary to correct typographical errors or inadvertent omissions; (2) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (3) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Townhouse Lots subject to this Declaration; provided, however, any such Amendment shall not materially adversely affect the title to any Townhouse Lot unless any such Owner shall consent thereto in writing.

(c) Declarant's Right to Amend Unilaterally Prior to Termination of Declarant's Right to Control. Prior to the expiration of the Period of Declarant's Control, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such

Amendment shall not materially adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to any property without the consent of the affected Owner.

(d) To Satisfy Requirements of Lenders. Anything to the contrary notwithstanding, Declarant reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by a governmental Department of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration or approval of the sale of Townhouse Lots, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Townhouse Lot, or any portions thereof. Any such amendment shall be effected by the recordation by Declarant of a written Amendment duly signed by the Declarant, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the change, modification or amendment requested by such agency or institution. Recordation of such an Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment, when recorded, shall be binding upon all Townhouse Lots and all persons having an interest therein.

(e) Declarant's Rights. No provision of this Declaration reserving or granting to Declarant the Developmental Rights shall be amended without the prior express written consent of Declarant, which consent may be withheld, conditioned or delayed for any reason or for no reason at Declarant's sole and exclusive discretion.

(f) Consent of Eligible Mortgagee. The consent of at least sixty seven percent (67%) of the Eligible Mortgagees shall be required to any amendment which would terminate the legal status of Black Rock Ridge Townhomes.

(g) Material Amendment. Any addition or amendment shall not be considered material for purposes of this Section if it is for the clarification only or to correct a clerical error.

(h) Notice to Eligible Mortgagee. Notice of any proposed amendment to any Eligible Mortgagee to whom a written request to approve an addition or amendment to this Declaration or the Plat Final Plat is required shall be mailed postage prepaid to the address for such Eligible Mortgagee shown on the list maintained by the Association. Any Eligible Mortgagee who does not deliver to the Board of Trustees or the Association a negative response to the notice of the proposed amendment within thirty (30) days from the date of such mailing shall be deemed to have approved the proposal. The foregoing consent requirements shall not be applicable to amendments to this Declaration and the Plat Final Plat or the termination of the legal status of the Project as a planned Townhouse Lot development if such amendments or such termination are made or accomplished in accordance with the provisions of this Declaration regarding Condemnation or Substantial Obsolescence.

19. Expansion of Black Rock Ridge Townhomes.

(a) Reservation of Option to Expand. Declarant hereby reserves the option to expand Black Rock Ridge Townhomes to annex additional real estate and include additional Townhouse Lots in Black Rock Ridge Townhomes. This option to expand may be exercised from time to time, at different times and in any order, without limitation, provided however, the option shall expire five (5) years from the date following the first conveyance of a Townhouse Lot in Phase 2 or 3 to a Townhouse Lot purchaser unless sooner terminated by Declarant's recorded waiver of such option, there being no other circumstances which will cause the option to expire prior to said five (5) years. Such right may be exercised without first obtaining the consent or vote of Townhouse Lot Owners and shall be limited only as herein specifically provided. Such Townhouse Lots shall be constructed on any or all portions of the Additional Land. There shall be no limitations on the addition of any portion, part or the whole of the addition of the Additional Land. Furthermore, Declarant does not make any assurances as to whether any improvements shall be made on any portion, part or the whole of the Additional Land.

(b) Supplemental Declarations and Supplemental Final Plats. Such expansion may be accomplished by the filing for record by Declarant in the office of the County Recorder of Wasatch County, Utah, a Supplement or Supplements to this Declaration containing a legal description of the site or sites for new Townhouse Lots, together with supplemental Final Plat or Final Plats containing the same information with respect to the new Townhouse Lots as was required on the Final Plat with respect to the Phase 2 or 3 Townhouse Lots. The expansion may be accomplished in phases by successive supplements or in one supplemental expansion.

(c) Expansion of Definitions. In the event of such expansion the definitions used in this Declaration automatically shall be expanded to encompass and refer to Black Rock Ridge Townhomes as so expanded. The term "Property" shall mean the real property initially submitted under the Declaration, plus any Additional Land added to Black Rock Ridge Townhomes by a Supplemental Declaration or by Supplemental Declarations, and reference to this Declaration shall mean this Declaration as so supplemented. All conveyances of Townhouse Lots after such expansion shall be effective to transfer rights in Black Rock Ridge Townhomes, with additional references to the Supplemental Declaration and the Supplemental Final Plat. The recordation in the office of the Wasatch County Recorder of a Supplemental Final Plat incident to any expansion shall operate automatically to grant, transfer, and convey to then Owners of Townhouse Lots in Black Rock Ridge Townhomes as it existed before such expansion the respective undivided interests in the new Common Areas added to Black Rock Ridge Townhomes as a result of such expansion. Such recordation shall also operate to vest in any then mortgagee of any Townhouse Lot in Black Rock Ridge Townhomes as it existed, interest so acquired by the Owner of the Townhouse Lot encumbering the new Common Areas and Facilities added to Black Rock Ridge Townhomes as a result of such expansion.

(d) Declaration Operative on New Townhouse Lots. The new Townhouse Lots shall be subject to all the terms and conditions of this Declaration and of a Supplemental Declaration, and the Townhouse Lots therein shall be subject to ownership within a planned development with all the incidents pertaining thereto as specified herein, upon recording the Supplemental Final Plat and Supplemental Declaration in the said office of the Wasatch County Recorder.

(e) Right of Declarant to Adjust Ownership Interest in Common Areas. Each deed of a Townhouse Lot shall be deemed to irrevocably reserve to the Declarant the power to appoint to Townhouse Lot Owners, from time to time, the percentages in the Common Areas set forth in Supplemental or Declaration. The proportionate interest of each Townhouse Lot Owner in the Common Areas after any expansion of Black Rock Ridge Townhomes shall be an undivided interest of Black Rock Ridge Townhomes as expanded. A power coupled with an interest is hereby granted to the Declarant, its successors and assigns, as attorney in fact to shift percentages of the Common Areas in accordance with Supplemental or Declarations recorded pursuant hereto and each deed of a Townhouse Lot in Black Rock Ridge Townhomes shall be deemed a grant of such power to the Declarant. Various provisions of this Declaration and deeds and mortgages of the Townhouse Lots may contain clauses designed to accomplish a shifting of the Common Areas. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Areas can be accomplished. Notwithstanding anything to the contrary herein, no change in the percentage of undivided interest in the Common Areas and Facilities may be effected more than five (5) years after the effective date of the Declaration.

(f) Revised Schedule. Accordingly, upon the recordation of a Supplemental Declaration and Supplemental Final Plat incident to any expansion, the revised schedule of undivided interests in the Common Areas contained therein shall automatically become effective for all purposes and shall fully supersede any similar schedule which was contained in any Declaration associated with any prior phase. In the event the provisions of the separate instruments relating to Black Rock Ridge Townhomes conflict irreconcilably, the terms of that instrument which was recorded most recently shall control.

(g) Other Provisions Concerning Expansion. If Black Rock Ridge Townhomes is expanded as hereinbefore contained, then it is further provided that:

(1) All or any part of the Additional Land may be added to Black Rock Ridge Townhomes without any limitations whatsoever save and except that all additional Townhouse Lots created must be restricted to multi-family residential housing limited to a Single Family per Townhouse Lot and be subject to the Governing Documents.

(2) Portions of the Additional Land may be added to Black Rock Ridge Townhomes at different times without any limitations.

(3) Declarant shall have the right without further conveyance or documentation to build roads and access ways to the Additional Property through the easement areas as shown on the Final Plat. The Association shall not allow anything to be built upon or interfere with said easement areas.

(4) No assurances are made concerning:

(a) The locations of any improvement that may be made on any portion of the Additional Land that may be added to Black Rock Ridge Townhomes.

(b) Type, kind or nature of improvement which may be created on any portion of the Additional Land, except that the common facilities, Buildings and Townhouse Lots will be comparable to the Phase 2 facilities on a per Townhouse Lot basis and will be of a similar quality of materials and construction to Phase I and will be substantially completed prior to annexation.

(c) Whether any Townhouse Lots created on any portion of the Additional Land will be substantially identical to those within the initial Tract except that Townhouse Lots will be constructed of an equal or better quality of materials and construction than the Townhouse Lots in Phase 2, type, size, or maximum number of Common Area and Facilities which may be created within any portion of the Additional Land added to Black Rock Ridge Townhomes.

(5) Notwithstanding anything to the contrary which may be contained herein, the Declaration is not intended, and shall not be construed so as to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to:

(a) The submission of any portion of the Additional Land to the provisions of the Act as Land under this Declaration;

(b) The creation, construction, or addition to Black Rock Ridge Townhomes of any additional property;

(c) The carrying out in any particular way or within any particular time of any development which may be undertaken except as herein mentioned; or

(d) The taking of any particular action with respect to the Additional Land, or any real property annexed to Black Rock Ridge Townhomes.

20. Reserved.

21. **Working Capital Fund.**

A working capital fund shall be established by the Declarant equal to or greater than six (6) months' Assessments for each Townhouse Lot. Each Townhouse Lot's share of the working capital fund shall be paid by the buyer of a Townhouse Lot, collected by the title company, and transferred to the Association at the time of closing of the sale of each Townhouse Lot. If the working capital contribution is paid for by the Declarant, in cash or kind, then the Declarant shall be reimbursed for such contribution by the buyer of such Townhouse Lot at the time of closing. The purpose of the working capital fund is to insure that the Board of Trustees will have cash available to satisfy unforeseen expenses or to acquire additional equipment or services necessary for the operation, control and regulation of Black Rock Ridge Townhomes. Sums paid into the working capital fund are not to be considered as advance payments or regular monthly payments of Common Expenses. Thereafter, the Board of Trustees may continue the working capital fund by charging reinvestment fees when Townhouse Lots are sold or rented.

22. Enforcement and Right to Recover Attorneys Fees; Developer's Right To Cure Defects.

(a) General Remedies. Should the Association, Manager, Board of Trustees, or an aggrieved Owner be required to take action to enforce the Governing Documents, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, they may recover all Additional Charges, including reasonable attorneys' fees, which may arise or accrue.

(b) Additional Remedies. In addition, the Board of Trustees may impose the following sanctions after proper notice and the opportunity to be heard:

(1) imposing Individual Charges, Default Assessments and fines, which may be secured by a lien against the Owner's interest in the Property;

(2) suspending an Owner's right to vote;

(3) suspending any Person's right to use any of the recreational amenities located in the Common Area and Facilities; provided, however, nothing herein contained shall authorize the Board of Trustees to limit ingress or egress to or from a Townhouse Lot;

(4) requiring an Owner at his sole expense to remove any structure or improvement in the Common Area and Facilities, and upon the failure of the Owner to do so, the Board of Trustees or its designee shall have the right to enter the property and remove the violation and restore the property to its original condition, and such action shall not be deemed a trespass;

(5) without liability to any Person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the Governing Documents; and

(6) levying Individual Charges or a Default Assessment to cover costs and expenses incurred by the Association to bring an Owner into compliance.

(c) Declarant's Right to Cure Alleged Defects. It is the Declarant's intent that all improvements constructed or made by Declarant in the Project be built or made in compliance with all applicable building codes and ordinances and that such improvements be of a quality that is consistent with quality and construction standards. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and whether Declarant and/or an agent of Declarant is responsible. It is Declarant's intent to resolve all disputes and claims regarding Alleged Defects (defined below) amicably, and without the necessity of time-consuming and costly litigation. The Association, Board of Trustees, and all Owners shall be bound by the following claim resolution procedure:

(1) Declarant's Right to Cure. In the event the Association, any individual Member of the Association, Board of Trustees, any individual Manager, or any Owner (collectively "Claimant") claim, contend or allege that any portion of the Project, including without limitation, any Additional Land, any Building, any Capital Improvement, all Common Areas, any Limited Common Areas, the entire Project, the Property, and all Townhouse Lots (excluding Owner occupied Townhouse Lots not constructed by Declarant) are defective or that Declarant or its agents, consultants, contractors, or subcontractors were negligent in planning, design, engineering, grading, construction, or other development thereof (collectively "Alleged Defect"), Declarant hereby reserves the right to inspect, repair, and/or replace such Alleged Defects as set forth below.

(2) Notice to Declarant. In the event a Claimant discovers any Alleged Defect, Claimant shall, within a reasonable time after discovery, notify Declarant's Registered Agent at such address at which the Declarant maintains its principal place of business or Declarant's agent for service of process, of the specific nature of such Alleged Defect ("Notice of Alleged Defect").

(3) Right to Enter, Inspect, Repair, and/or Replace. Within a reasonable time after receipt by Declarant of a Notice of Alleged Defect or the independent discovery of any Alleged Defect by Declarant, as part of Declarant's reservations of rights, Declarant shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, any Townhouse Lot and/or improvement (including Common and Limited Common Areas), or other portions of the Project and/or Property for the purposes of inspecting and if deemed necessary by Declarant, repairing or replacing such Alleged Defect. In conducting such inspection, repairs and/or replacement, Declarant shall be entitled to take any action, as it shall deem reasonably necessary under the circumstances.

(4) Legal Actions. No Claimant shall initiate any legal action, cause of action, proceeding, reference or arbitration against the Declarant alleging damages (i) for the cost of repairing or replacing any Alleged Defect, (ii) for the diminution in value of any real or personal property resulting from such Alleged Defect, or (iii) for any consequential damages resulting from such Alleged Defect, unless and until (1) Claimant has delivered to Declarant a Notice of Alleged Defect, and (2) Declarant has, within ninety (90) days after its receipt of such Notice of Alleged Defect, either (a) fails to repair or replace such Alleged Defect, or (b) if such Alleged Defect cannot reasonably be repaired or replaced within such ninety (90) day period, fails to commence such repair or replacement of the Alleged Defect and, thereafter fails to pursue diligently such repair or replacement to completion. If the statute of limitations for bringing legal action on a defect expires during the 90 day cure period, then the statute of limitations shall be extended until the cure period expires, not to exceed 90 days.

(5) No Additional Obligations; Irrevocability and Waiver of Right. Nothing set forth in this Paragraph 22 shall be construed to impose any obligation on Declarant to inspect, repair or replace any item or Alleged Defect for which Declarant is not otherwise obligated to do under applicable law. The right of Declarant to enter, inspect, repair, and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a writing,

in recordable form, executed and recorded by Declarant in the Office of the Wasatch County Recorder.

(6) Waiver. Notwithstanding anything to the contrary in this Paragraph 22, Declarant hereby disclaims any representations and warranties in respect of, shall have no continuing liability to any Owners for, any design or construction defects (whether known or unknown) relating to the Project or Property, including latent defects.

23. Reserved.

24. **Mortgagees.**

Notwithstanding all other provisions hereof:

(a) The liens created hereunder upon any Townhouse Lot shall be subject to and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage or a trust deed with first priority over other mortgages) where such interest was made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien on the interest of the purchaser at such foreclosure sale to secure all Assessments made pursuant to this Declaration after the date of such foreclosure sale, which lien shall have the same effect and be enforced in the manner as provided herein. All other mortgages shall have such rights and priorities as established by law.

(b) No amendment to this paragraph shall affect the rights of the holder of any such mortgage who does not join in the execution thereof.

25. **Indemnification of Board of Trustees.**

Each member of the Board of Trustees shall be entitled to be indemnified and held harmless by the Owners against all cost, expenses, and liabilities whatsoever, including attorney's fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of being or having been a member of the Board of Trustees, excluding only acts of gross negligence, intentional misconduct, bad faith or reckless disregard by the trustee.

26. **Severability.**

If any provision, paragraph, sentence, clause, phrase, or word of this Declaration should under any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

27. **Topical Headings and Conflict.**

The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise

affect the content, meaning or intent of this Declaration of any paragraph or provision hereof, In case any provisions hereof shall conflict with Utah law, Utah law shall be deemed to control.

28. **Effective Date.**

This Declaration shall take effect upon recording in the office of the County Recorder of Wasatch County, Utah.

29. **Incorporation of Master Declaration and This Declaration as Supplemented and Amended.**

It is expressly agreed by the parties that this document is supplemental to the Master Declaration and this Declaration, which are by reference made a part hereof, and all of the terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to the Property and are made a part of this document as though they were expressly rewritten, incorporated and included herein.

30. **Conflict.**

In the event of any conflict, inconsistency or incongruity between the provisions of the Master Declaration and this Declaration, as supplemented or amended, and this Declaration, the provisions of the former shall in all respects govern and control.

IN WITNESS WHEREOF, the undersigned has hereunto sets its hand this 12 day of
July 2012.

DECLARANT:

MARK 25 LLC
a Utah limited liability company

By:

Name: Richard Wolper

Title: manager

ACKNOWLEDGMENT

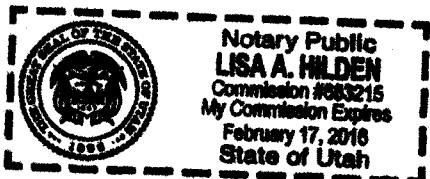
STATE OF UTAH

)

SS:

COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 12th day, July 2012 by Richard Wolper, Manager of Mark 25, LLC, a Utah limited liability company, and said Richard Wolper duly acknowledged to me that Mark 25, LLC executed the same.



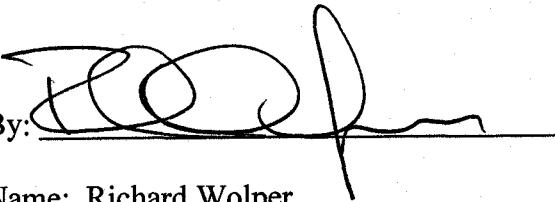
A handwritten signature of Lisa A. Hilden in black ink.

NOTARY PUBLIC

CONSENT

The undersigned being the owner of in excess of sixty-seven percent (67%) of the Property, Lots and/or Units subject to and affected by this Declaration and of at least sixty seven percent (67%) of the property and Units subject to that certain Declaration of Condominium dated September 25, 2006, recorded as entry 308173, Book 894, Page 37 et seq. (the "2006 Declaration") hereby consents to the filing of this Declaration and to amendment and alteration of the Common Areas and Facilities described in the 2006 Declaration.

MARK 25 LLC
a Utah limited liability company

By: 

Name: Richard Wolper

Title: Manager

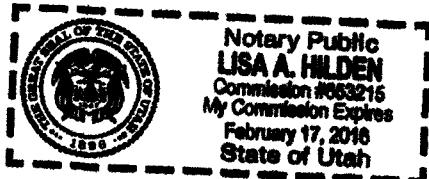
ACKNOWLEDGMENT

STATE OF UTAH)

ss:

COUNTY OF Salt Lake)

July The foregoing instrument and amendment was acknowledged before me this 12th day, 2012 by Richard Wolper, Manager of Mark 25, LLC, a Utah limited liability company, and said Richard Wolper duly acknowledged to me that Mark 25, LLC executed the same.



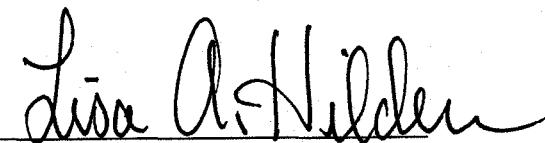

NOTARY PUBLIC

EXHIBIT "A"

**LEGAL DESCRIPTION
BLACK ROCK RIDGE TOWNHOMES PROPERTY**

The Property referred to in the foregoing document as the Black Rock Ridge Townhomes Property is located in Wasatch County, Utah and is described more particularly as follows:
Legal Description: Phase 2 of Black Rock Ridge Condominium. The Land described in Phase 2 is located in Wasatch County, Utah and is described more particularly as follows:

ALL OF PARCELS A, E, F and G, IROQUOIS PHASE 2 SUBDIVISION, AS RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER, AMENDED AS SHOWN HEREON:

Parcel	Serial #
A	01Q-200A-0-006-025
E	01Q-200E-0-006-025
F	01Q-200F-0-006-025
G	01Q-200G-0-006-025

LESS AND EXCEPTING FROM PHASE 2, BUILDINGS 14, 15 AND 18.

EXHIBIT A, Continued
TO AMENDED AND RESTATED DECLARATION

<u>Building No.</u>	<u>Townhome No./Floor Plan</u>	<u>Townhome Area in Square Feet</u>	<u>Percentage of Undivided Ownership</u>	<u>TAX ID#</u>
1 (UH 4-plex townhome)	A Sunfire	1766	.01075	20-5042
1 (UH 4-plex townhome)	B Aurora	1376	.01075	20-5043
1 (UH 4-plex townhome)	C Aurora	1376	.01075	20-5044
1 (UH 4-plex townhome)	D Sunfire	1766	.01075	20-5045
2 (UH 6-plex townhome)	A Sunfire	1766	.01075	20-5046
2 (UH 6-plex townhome)	B Aurora	1376	.01075	20-5047
2 (UH 6-plex townhome)	C Aurora	1376	.01075	20-5048
2 (UH 6-plex townhome)	D Aurora	1376	.01075	20-5049
2 (UH 6-plex townhome)	E Aurora	1376	.01075	20-5050
2 (UH 6-plex townhome)	F Sunfire	1766	.01075	20-5051
3 (UH 4-plex townhome)	A Sunfire	1766	.01075	20-5052
3 (UH 4-plex townhome)	B Aurora	1376	.01075	20-5053
3 (UH 4-plex townhome)	C Aurora	1376	.01075	20-5054
3 (UH 4-plex townhome)	D Sunfire	1766	.01075	20-5055
4 (UH 4-plex townhome)	A Sunfire	1766	.01075	20-5056
4 (UH 4-plex townhome)	B Aurora	1376	.01075	20-5057
4 (UH 4-plex townhome)	C Aurora	1376	.01075	20-5058
4 (UH 4-plex townhome)	D Sunfire	1766	.01075	20-5059
5 (UH 2-plex townhome)	A Sunfire	1766	.01075	20-5060
5 (UH 2-plex townhome)	B Sunfire	1766	.01075	20-5061
6 (DH 2-plex townhome)	A Juniper	1999	.01075	20-5062
6 (DH 2-plex townhome)	B Juniper	1999	.01075	20-5063
7 (DH 2-plex townhome)	A Juniper	1999	.01075	20-5064
7 (DH 2-plex townhome)	B Juniper	1999	.01075	20-5065
8 (DH 2-plex townhome)	A Juniper	1999	.01075	20-5066
8 (DH 2-plex townhome)	B Juniper	1999	.01075	20-5067
9 (4-plex townhome)	A Juniper	1999	.01075	20-5068
9 (4-plex townhome)	B Sage	1414	.01075	20-5069
9 (4-plex townhome)	C Sage	1414	.01075	20-5070
9 (4-plex townhome)	D Juniper	1999	.01075	20-5071
10 5-plex townhome)	A Sage-E	1414	.01075	20-5072
10 (5-plex townhome)	B Sage-E	1414	.01075	20-5073
10 (5-plex townhome)	C Sage-E	1414	.01075	20-5074
10 (5-plex townhome)	D Sage-E	1414	.01075	20-5075
10 (5-plex townhome)	E Sage-E	1414	.01075	20-5076
11 (6-plex townhome)	A Juniper	1999	.01075	20-5077
11 (6-plex townhome)	B Sage	1414	.01075	20-5078
11 (6-plex townhome)	C Sage	1414	.01075	20-5079
11 (6-plex townhome)	D Sage	1414	.01075	20-5080
11 (6-plex townhome)	E Sage	1414	.01075	20-5081
11 (6-plex townhome)	F Juniper	1999	.01075	20-5082

12 (6-plex townhome)	A Juniper	1999	.01075	20-5083
12 (6-plex townhome)	B Sage	1414	.01075	20-5084
12 (6-plex townhome)	C Sage	1414	.01075	20-5085
12 (6-plex townhome)	D Sage	1414	.01075	20-5086
12 (6-plex townhome)	E Sage	1414	.01075	20-5087
12 (6-plex townhome)	F Juniper	1999	.01075	20-5088
13 (UH 4-plex townhome)	A Sunfire-	1753	.01075	20-5089
13 (UH 4-plex townhome)	B Aurora	1376	.01075	20-5090
13 (UH 4-plex townhome)	C Aurora	1376	.01075	20-5091
13 (UH 4-plex townhome)	D Sunfire	1766	.01075	20-5092
16 (DH 2-plex townhome)	A Juniper	1999	.01075	20-5103
16 (DH 2-plex townhome)	B Juniper	1999	.01075	20-5104
17 (DH 6-plex townhome)	A Juniper	1999	.01075	20-5105
17 (DH 6-plex townhome)	B Sage	1414	.01075	20-5106
17 (DH 6-plex townhome)	C Sage	1414	.01075	20-5107
17 (DH 6-1ex townhome)	D Save	1414	.01075	20-5108
17 (DH 6-plex townhome)	E Sage	1414	.01075	20-5109
17 (DH 6-plex townhome)	F Juniper	1999	.01075	20-5110
19 (DH 4-flex townhome)	A Juniper	1999	.01075	20-5117
19 (DH 4-plex townhome)	B Sage	1414	.01075	20-5118
19 (DH 4-plex townhome)	C Sage-B	1414	.01075	20-5119
19 (DH 4-plex townhome)	D Juniper	1999	.01075	20-5120
20 (6-plex townhome)	A Juniper	1999	.01075	20-5121
20 (6-plex townhome)	B Sage	1414	.01075	20-5122
20 (6-plex townhome)	C Sage	1414	.01075	20-5123
20 (6-plex townhome)	D Sage	1414	.01075	20-5124
20 (6-plex townhome)	E Sage	1414	.01075	20-5125
20 (6-plex townhome)	F Juniper	1999	.01075	20-5126
21 (4-plex townhome)	A Juniper	1999	.01075	20-5127
21 (4-plex townhome)	B Sage	1414	.01075	20-5128
21 (4-plex townhome)	C Sage	1414	.01075	20-5129
21 (4-plex townhome)	D Juniper	1999	.01075	20-5130
22 6-11ex townhome)	A Juniper	1999	.01075	20-5131
22 (6-plex townhome)	B Sage	1414	.01075	20-5132
22 (6-plex townhome)	C Sage	1414	.01075	20-5133
22 (6-plex townhome)	D Sage	1414	.01075	20-5134
22 (6-plex townhome)	E Sage	1414	.01075	20-5135
22 (6-plex townhome)	F Juniper	1999	.01075	20-5136
23 (4-plex townhome)	A Juniper	1999	.01075	20-5137
23 (4-plex townhome)	B Sage	1414	.01075	20-5138
23 (4-plex townhome)	C Sage	1414	.01075	20-5139
23 (4-plex townhome)	D Juniper	1999	.01075	20-5140

24 (4-plex townhome)	A Juniper	1999	.01075	20-5141
24 (4-plex townhome)	B Sage	1414	.01075	20-5142
24 (4-plex townhome)	C Sage	1414	.01075	20-5143
24 (4-plex townhome)	D Juniper	1999	.01075	20-5144
25 (6-plex townhome)	A Juniper	1999	.01075	20-5145
25 (6-plex townhome)	B Sage	1414	.01075	20-5146
25 (6-plex townhome)	C Sage	1414	.01075	20-5147
25 (6-plex townhome)	D Sage	1414	.01075	20-5148
25 (6-plex townhome)	E Sage	1414	.01075	20-5149
25 (6-plex townhome)	F Juniper	1999	.01075	20-5150

EXHIBIT "B"

BYLAWS OF BLACK ROCK RIDGE TOWNHOME OWNERS ASSOCIATION, INC.

THESE BYLAWS OF BLACK ROCK RIDGE TOWNHOME OWNERS ASSOCIATION, INC. ("Bylaws") are effective upon recording in the Wasatch County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act.

RECITALS

1. Capitalized terms in these Bylaws are defined in Article I of DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR BLACK ROCK RIDGE TOWNHOMES ("Declaration").
2. These Bylaws shall amend and completely replace any and all bylaws, and any amendments thereto, recorded prior to the date of these Bylaws.
3. These Bylaws are adopted in order to complement the Declaration and to eliminate ambiguity, to further define the rights of the Association and the Lot Owners, to provide for the ability to more easily govern and operate the Association, and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.
4. Except as otherwise provided herein or as may be required by the context, all terms defined in the Declaration shall have the same meanings when used in these Bylaws.

ARTICLE I
THE ASSOCIATION

1. The Association. The Association is a Utah non-profit corporation composed of Members who are all Lot Owners as provided in the Declaration.
2. Annual Meetings. The annual meeting of the Owners shall be held each year in January on a day and at a time established by the Board of Trustees. The purpose of the annual meeting shall be electing Board Trustees and transacting such other business as may come before the meeting. If the election of Board Trustees cannot be held on the day designated herein for the annual meeting of the Owners, or at any adjournment thereof, the Board of Trustees shall cause the election to be held either at a special meeting of the Owners to be convened as soon thereafter as may be convenient or at the next annual meeting of the Owners. The Board of Trustees may from time to time by resolution change the month, date, and time for the annual meeting of the Owners.
3. Special Meetings. Special meetings of the Owners may be called by a majority of the Board of Trustees, the President, or upon the written request of Owners holding not less than forty percent (40%) of the Lots of the Association. Any written request for a special meeting presented by the Owners shall be delivered to the President and shall include the original signature of each Owner affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call,

provide notice of, and conduct a special meeting within forty-five (45) days of receipt of the request.

4. Place of Meetings. The Board of Trustees may designate any place in the Summit or Wasatch County limits reasonably convenient for the Owners of the Association as the place of meeting for any annual or special meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be the principal office of the Association.

5. Notice of Meeting. It shall be the duty of the Secretary to hand deliver, mail by first-class mail, postage prepaid, by facsimile transmission, or by email transmission addressed to each Owner at the Owner's last known address, facsimile number, or email address as the same shown on the records of the Association notice of (a) each annual meeting of the Association not less than twenty (20) and not more than sixty (60) days in advance of such meeting. The notice shall state the purpose, day, date, time and place of the meetings. The mailing or proof of transmission via facsimile or email of a notice of meeting in the manner provided in this Section shall be considered service of notice.

6. Qualified Voters. An Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he is in full compliance with all of the terms, covenants, and conditions of the Governing Documents, and shall have fully paid his share of the Common Expenses and all Assessments and/or Additional Charges due.

7. Proxies. The votes appertaining to any Member may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Lot Owner, or in cases where the Owner is more than one person, by or on behalf of all such persons. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by an authorized person Member. Unless it expressly states otherwise, a proxy shall terminate automatically (a) if the Owner attends the meeting in person, (b) it is revoked in writing and written notice of the revocation is given to the secretary of the Association prior to the meeting, and (c) upon the adjournment of the first meeting held on or after the date of that proxy. Each proxy must be filed with the Secretary of the Association prior to the meeting.

8. Quorum Voting. Thirty-five percent (35%) of the members of the Association shall constitute a quorum at a duly noticed Meeting of the Members of the Association. If however, such quorum shall not be present or represented at any meeting, the President or the Members entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than 24 hours nor later than 30 days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an oral announcement at the meeting to be rescheduled. If at least 25% of total Owners are present, either in person or by proxy, at the rescheduled meeting such number shall constitute a quorum for the conduct of the business of the meeting. When a quorum is present at any meeting, the vote of the Owners representing a majority of the members of the Association then present in person or by proxy, shall decide any question brought before the meeting. If the Declaration requires a fixed percentage of Owners to approve any action, however, that percentage shall be required anything herein to the contrary notwithstanding.

9. Order of Business. The order of business at all meetings of the Association shall be as follows:

- Check in or roll call;
- Statement of proof of notice of meeting;
- announcement of presence (or absence) of a quorum
- reading and approval of minutes of preceding meeting;
- reports of officers;
- report of special committees, if any;
- appointment of inspectors of election, if applicable;
- voting on any matters submitted to the Members for approval, if applicable;
- election of the Board of Trustees, if applicable
- other business; and
- adjournment

10. Conduct of Meeting of Members and of the Board of Trustees. The President, or in his absence the Vice-President, shall preside at and conduct all meetings of the Association; and the Secretary shall keep the minutes of the meeting as well as record of all transactions occurring thereat.

11. Action May Be Taken Without A Meeting. Any action to be taken at the meeting of the Board of Trustees or any action that be taken at a meeting of the Board of Trustees may be taken without a meeting if a consent in writing, setting for the action so taken, shall be signed by all the members of the Board of Trustees. An explanation of the action taken shall be posted at a prominent place or places within the common areas with three (3) days after the written consents of all of the members of the Board of Trustees have been obtained.

12. Executive Session. The Board of Trustees, with approval of a majority of a quorum, may adjourn a meeting and reconvene an executive session to discuss and vote upon personnel matters, litigation or threatened litigation in which the Association is or may become involved, and orders of business of a privileged, confidential, sensitive or similar nature. The nature of any and all business to be considered in an executive session shall first be announced in open session.

13. Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Board of Trustees or of the Owners shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within 30 days of notice of any decision by the Board of Trustees. The presence of a Lot Owner in person at any meeting of the Lot Owners shall be deemed a waiver on any notice requirements.

ARTICLE II

BOARD OF TRUSTEES

1. **Powers and Duties.** The affairs and business of the Association shall be managed by the Board of Trustees (sometimes referred to herein as the "Committee") consisting of three (3), five (5), or seven (7) Owners, depending on the number of candidates, who shall also serve as the Board of Trustees of the Association, provided however that Declarant may serve as sole member of the Board of Trustees, prior to the purchase of Lots by initial Owners or Declarant may appoint non-Owners to serve on the Board of Trustees until Owners willing to serve are available. Pursuant to 16-6a-801(4) the Board of Trustees is the Board of Directors of the Association. The Board of Trustees shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and may do all such acts and things necessary to operate and maintain the Association. The Board of Trustees shall have the power from time to time to adopt any Rules deemed proper for the exercise of its management powers. The Board of Trustees may delegate its authority to a manager or managers. Subject to any limitations or provisions contained in the Declaration, the Committee shall be responsible for at least the following:

- a) Preparation of an annual budget;
- b) allocating the Common Expenses;
- c) Providing for the operation, care, upkeep, replacement, maintenance, and regulation of all the Common Areas and Facilities.
- d) Designating, hiring, and dismissing the personnel necessary to operate and maintain the Project.
- e) Collecting and depositing the Assessments and assessing Members amounts necessary to satisfy assessments of the Association and the Master Association.
- f) Making, amending, and enforcing the Rules.
- g) Opening and closing of bank accounts for and in behalf of the Association, and designating the signatories required therefor.
- h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the Declaration and other provisions of the Bylaws, after damage or destruction by fire or other casualty.
- i) Enforcing by legal means the Governing Documents.
- j) Purchasing and maintaining insurance.
- k) Paying the cost of all services rendered to the Association and not billed directly to Owners or individual Townhomes.

l) Keeping books and records with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Association, specifying the maintenance and repair expenses of the Common Areas and Facilities and any other expenses incurred. Said documents, books, financial statements, and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board of Trustees for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices, and the same, upon a resolution approved by a majority of the Members of the Association, shall be formally Audited by an outside auditor employed by the Committee who shall not be a resident of the Project or an Owner therein. The cost of such Audit shall be a Common Expense. Copies of books and records, financial statements, reports, compilations, and Audits shall be supplied to any first mortgagee of any Lot in the Project who requests the same in writing from the Secretary. A mortgage holder, at its expense, may have an Audited financial statement prepared at any time.

m) Providing, where necessary, all water, electricity, and other necessary utility services for the Common Areas and Facilities and such services to the Lots, including but not limited to heating, as are not separately metered or charged to the Owners.

n) Making emergency repairs;

o) At the sole expense and risk of the owner, impounding, immobilizing, towing or otherwise removing any motor vehicle parked, stored or standing in violation of the parking Rules or in an unauthorized area;

p) Assigning or leasing overflow parking spaces to residents and/or establishing handicap parking;

q) Establishing and collecting user fees; and

r) Doing such other things and acts necessary to accomplish the foregoing and not inconsistent with the Declaration or Bylaws, or to do anything required by a proper resolution of the Board of Trustees or Association.

2. Reserved.

3. Election and Term of Office of the Board of Trustees. The term of office of membership on the Board of Trustees shall be two (2) years. At the expiration of the member's term, a successor shall be elected.

4. Annual Meeting. The annual meeting of the members of the Board of Trustees shall be immediately following the annual meeting of the Association or at such other time and place designated by the Committee.

5. Regular Meetings. Regular meetings of the Board of Trustees shall be held from time to time and at such time and place as shall be determined by a majority of the members of the Board of Trustees shall be permitted to attend regular and special meeting via telephone conference, and for purposes of quorum, participation via telephone conference shall be deemed sufficient for conducting the Board of Trustee's business and voting.

6. Special Meetings. Special meetings of the Board of Trustees may be called by the President, Vice President or a majority of the members on at least forty-eight (48) hours prior notice to each member. Such notice shall be given personally, by regular U.S. Mail postage prepaid, by telephone, or via email, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Committee shall be valid for any and all purposes.

7. Waiver of Notice. Before or at any meeting of the Board of Trustees, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Board of Trustees shall constitute a waiver of notice. If all the members are present at any meeting of the Board of Trustees, no notice shall be required and any business may be transacted at such meeting.

8. Board of Trustee's Quorum. At all duly called meetings of the Board of Trustees, a majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the majority of all the Board of Trustees members present at a meeting at which a quorum is present shall be deemed to be the act of the Board of Trustees.

9. Resignation and Removal. A Trustee may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Trustee may be removed at any time, with or without cause, at a special meeting of the Owners duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the voting interests of the Association. A Trustee may also be removed by the affirmative vote of a majority of the other Trustees if he or she, in any twelve (12) month period, misses either three (3) consecutive or seventy-five percent (75%) of the regularly scheduled Board of Trustees meetings.

10. Vacancies and Newly Created Board Memberships. If vacancies shall occur in the Board of Trustees by reason of the death, resignation, disqualification, or removal by the other Board Members as provided in Section 9 above, the Trustees then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Trustees then in office, though less than a quorum. Any vacancy in the Board of Trustees occurring by reason of removal of a Trustee by the Owners may be filled by election by the Owners at the meeting at which such Trustee is removed. Any Trustee elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor. Except by reason of death, resignation, disqualification, or removal, Trustees shall continue to serve until their successors are elected.

11. Compensation. No Trustee shall receive compensation for any services that such member may render to the Association as a Trustee; provided, however, that a Trustee may be reimbursed for expenses incurred in performance of such duties as a Trustee to the extent such expenses are approved by a majority of the other Trustees. Nothing herein contained shall be

construed to preclude any Trustee from serving the Property in any other capacity and receiving compensation therefore.

12. Conduct of Meetings. The President shall preside at all meetings of the Committee and the Secretary shall keep a Minute Book of the Board of Trustees recording therein all resolutions adopted by the Board of Trustees and the results of all elections of Officers and Trustees.

13. Report of Committee. The Board of Trustees shall present at each annual meeting, and when called for by vote of the Members at any special meeting of the Association, a statement of the operations and financial condition of the Association.

ARTICLE III OFFICERS

1. Designation. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Trustees may appoint assistant secretaries and such other officers as in its judgment may be necessary. The President, Secretary and Treasurer must be members of the Board of Trustees. Two or more offices may be held by the same person, except that the President shall not hold any other office.

2. Election of Officers. The officers of the Association shall be appointed annually by the Board of Trustees at the first meeting of each Board of Trustees immediately following the annual meeting of the Association and shall hold office at the pleasure of the Board of Trustees. Any vacancy in an office shall be filled by the Board of Trustees at a regular meeting or special meeting of the Board of Trustees.

3. Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any member of the Board of Trustees or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board of Trustees at anytime, with or without cause.

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

5. President. The President shall be the chief executive officer; he shall preside at meetings of the Association and the Board of Trustees and shall be an ex officio member of all Board of Trustees; he shall have general and active management of the operations of the Board of Trustees and shall see that all orders and resolutions of the Board of Trustees are carried into effect. He shall have all of the general powers and duties which are usually vested in or incident to the office of president of a corporation organized under the laws of the State of Utah.

6. Vice-President. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Trustees or the President shall prescribe. If neither the President nor

the Vice President is able to act, the Board of Trustees shall appoint a member of the Board of Trustees to do so on an interim basis.

7. Secretary. The secretary shall attend all meetings of the Board of Trustees and all meetings of the Association and record all votes and resolutions in minutes kept by him for that purpose and shall perform like duties for Board of Trustees when required. He shall give, or cause to be given, notices for all meetings of the Association and the Board of Trustees and shall perform such other duties as may be prescribed by the Board of Trustees. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board of Trustees including resolutions. Members may also elect to receive email notification of Meetings and other communications.

8. Treasurer. The Treasurer shall have responsibility for the custody and control of all funds and securities of the Association and shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by the Board of Trustees. He shall disburse funds as ordered by the Board of Trustees, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Board of Trustees, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

9. Subordinate Officers. The Board of Trustees may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Trustees may from time to time determine.

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

ARTICLE IV FISCAL YEAR

The fiscal year of the Association shall be the calendar year consisting of the twelve (12) month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board of Trustees should it be deemed advisable or in the best interests of the Association.

ARTICLE V
INVESTMENT OF COMMON FUNDS

Funds of the Association may only be deposited into institutions which are federally insured.

ARTICLE VI
RECORDS AND AUDITS

The Association shall maintain within the State of Utah all documents, information, and other records of the Association in accordance with the Declaration, these Bylaws, and the Utah Revised Nonprofit Corporation Act in the manner prescribed by a resolution adopted by the Board of Trustee.

1. General Records.

a. The Board of Trustees or the Manager for the Association shall keep detailed records of the actions of the Board of Trustees and Manager; minutes of the meetings of the Board of Trustees; and minutes of the Owner meetings of the Association.

b. The Board of Trustees shall maintain a book of resolutions containing the rules, regulations, and policies adopted by the Association and Board of Directors.

c. The Board of Trustees shall maintain a list of Owners.

d. The Association shall retain within the State of Utah all records of the Association for not less than the period specified in applicable law.

2. Records of Receipts and Expenditures. The Board of Trustees or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Property, itemizing the maintenance and repair expenses of the Common Areas or Association property and any other expenses incurred.

3. Financial Reports and Audits.

a. An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board of Trustees to all Owners and to all Eligible Mortgagees of Lots.

b. From time to time the Board of Trustees, at the expense of the Association, may obtain an audit and/or review by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners and Eligible Mortgagees. At any time any Owner or Eligible Mortgagee may, at such Owner's or Eligible Mortgagee's own expense, cause an audit or inspection to be made of the books and records of the Association.

4 Inspection of Records by Owners.

a. Except as provided in Section 5 below, all records of the Association shall be reasonably available for examination by an Owner and any Eligible Mortgagee pursuant to Rules adopted by resolution of the Board of Trustees.

b. The Board of Trustees shall maintain a copy, suitable for the purposes of duplication of the following:

i. The Declaration, Bylaws, and any amendments in effect or supplements thereto, and Rules of the Association.

ii. The most recent financial statement prepared pursuant to Section 3 above.

iii. The current operating budget of the Association.

c. The Association shall, within a mutually agreeable time, after receipt of a written request by an Owner, furnish the requested information required to be maintained under subsection b. of this Section.

d. The Board, by resolution, may adopt reasonable Rules governing the frequency, time, location, notice and manner of examination and duplication of Association and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this Section. The fee may include reasonable personnel costs incurred to furnish the information, including any and all fees the Association may be charged by its designee that assists the Association in furnishing this information.

5. Records Not Subject to Inspection. Records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern:

a. Personnel matters relating to a specific identified person or a person's medical records.

b. Contracts, leases, and other business transactions that are currently under negotiation to purchase or provide goods or services.

c. Communications with legal counsel that relate to matters specified in subsections a. and b. of this Section, or current or pending litigation.

d. Documents concerning existing or potential litigation, mediation, arbitration, or administrative proceedings.

e. Disclosure of information in violation of law.

f. Documents concerning existing or potential matters involving federal, state or local administrative or other formal proceedings before a governmental tribunal for enforcement of the Declaration, Bylaws or Rules;

g. Documents, correspondence, or management or Board of Trustee reports compiled for or on behalf of the Association or the Board by its agents or committees for consideration by the Board in executive session.

h. Documents, correspondence, or other matters considered by the Board of Trustees in executive session.

i. Files of individual Owners, other than those of a requesting Owner or requesting Eligible Mortgagee of an individual Owner, including any individual Owner's file kept by or on behalf of the Association.

ARTICLE VII AMENDMENT TO BYLAWS

1. How Proposed. Amendments to the Bylaws shall be proposed by either a majority of the Board of Trustees or by Owners holding at least thirty percent (30%) of the voting interests of the Association. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon.

2. Adoption. Amendments may be approved by the Association at a duly constituted meeting or by written ballot in lieu of a meeting for such purpose. These Bylaws may be amended, altered, or repealed and new Bylaws may be adopted by the Owners upon the affirmative vote of more than fifty percent (50%) of the voting interests of the Association.

3. Execution and Recording. An amendment shall not be effective unless and until certified by the President and Secretary of the Association as being adopted in accordance with these Bylaws, acknowledged, and recorded with the Recorder's Office of Wasatch County.

ARTICLE VIII NOTICE

1. Manner of Notice. All notices, demands, bills, statements, or other communications provided for or required under these Bylaws (except as to notices of Association meetings which were previously addressed in Article II of these Bylaws) shall be in writing and shall be deemed to have been duly given if delivered personally or sent by regular U.S. Mail postage prepaid, a) if to an Owner, at the address of his Townhome and at such other address (including email) as the Owner may have designated by notice in writing to the Secretary; or b) if to the Board of Trustees or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes, the Declaration, or of these Bylaws, a waiver thereof, in writing,

signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Declaration.

ARTICLE IX **COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS**

1. **Conflict.** These Bylaws are subordinate and subject to all provisions of the Declaration. All of the terms hereof, except where clearly inconsistent with the context, shall have the meaning as they are defined in the Declaration. In the event of any conflict between these Bylaws and the Declaration, the provision of the Declaration shall control.

2. **Waiver.** No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

3. **Captions.** The captions contained in these Bylaws are for convenience only and are not intended in any way to limit or enlarge the substantive meaning and provisions of these Bylaws.

4. **Interpretation.** Whenever in these Bylaws the context so requires, the singular number shall refer to the plural and the converse when so required. The use of gender related terms shall be deemed to include the term required by the context or circumstances. The term "shall" is mandatory while the term "may" is permissive.

5. **Severability.** The invalidity of any one or more phrases, sentences, subparagraphs, subsections or sections hereof shall not affect the remaining portions of this instrument or any part thereof, and in the event that any portion or portions of this document should be invalid or should operate to render this document invalid, this document shall be construed as if such invalid portion had not been included.

Dated the 12th day of July, 2012

BLACK ROCK RIDGE TOWNHOME
OWNER ASSOCIATION, INC.

LEGAL DESCRIPTION OF ADDITIONAL LAND
EXHIBIT "C"

The Additional Land described in the foregoing document is located in Wasatch County, Utah, consisting of three Tracts which are described more particularly as follows:

FIRST: All real property located in Township I South, Range 5 East, Salt Lake Base and Meridian, in Section 31 in the Southwest quarter. Said property is further identified by serial number WC-0001-0-031-013 and city parcel number OWC-0001-1.

and

SECOND: BUILDINGS 14, 15 AND 18 together with their undivided interest in and to the Common Area and Facilities, of Phase 2 of Black Rock Ridge Condominium, Wasatch County, Utah as described in the recorded Plat known as "Iroquois Phase Two Amending Parcels A, E, F and G" entry number 305834, Book 880, Page 428-567 on August 9, 2006, with the following Units:

<u>Building No.</u>	<u>Townhome No./Floor Plan</u>	<u>Townhome Area in Square Feet</u>	<u>TAX ID#</u>
14 (UH 6-plex townhome)	A Sunfire-FRR	1753	20-5093
14 (UK 6-plex townhome)	B Aurora	1376	20-5094
14 (UH 6-plex townhome)	C Aurora	1376	20-5095
14 (UH 6-plex townhome)	D Aurora	1376	20-5096
14 (UH 6-plex townhome)	E Aurora	1376	20-5097
14 (UH 6-plex townhome)	F Sunfire	1766	20-5098
15 (UH 4-plex townhome)	A Juniper	1999	20-5099
15 (UH 4-plex townhome)	B Aurora	1376	20-5100
15 (UH 4-plex townhome)	C Aurora	1376	20-5101
15 (UH 4-plex townhome)	D Sunfire	1766	20-5102
18 (DH 6-plex townhome)	A Juniper	1999	20-5111
18 (DH 6-plex townhome)	B Sage	1414	20-5112
18 DH 6-flex townhome	C Sale	1414	20-5113
18 (DH 6-plex townhome)	D She	1414	20-5114
18 (DH 6-plex townhome)	E Sage	1414	20-5115
18 (DH 6-plex townhome)	F Juniper	1999	20-5116

and

THIRD: BUILDINGS 26-36, inclusive, together with their undivided interest in and to the Common Area and Facilities, of Phase 3 of Black Rock Ridge Condominium, Wasatch County, Utah as described in the recorded Plat known as "Iroquois Phase Three Amending Parcels L, M and O" entry number 318914, Book 937, Page 2014-2213 on April 18, 2007, with the following Lots:

<u>Building No.</u>	<u>Townhome No./Floor Plan</u>	<u>Townhome Area in Square Feet</u>	<u>TAX ID#</u>
26 (6-plex townhome)	A Juniper	1999	20-6068
26 (6-plex townhome)	B Sage	1414	20-6069
26 (6-plex townhome)	C Sage	1414	20-6070
26 (6-plex townhome)	D Sage	1414	20-6071
26 (6-plex townhome)	E Sage	1414	20-6072
26 (6-plex townhome)	F Juniper	1999	20-6073
27 (6-plex townhome)	A Juniper	1999	20-6074
27 (6-plex townhome)	B Sage	1414	20-6075
27 (6-plex townhome)	C Sage	1414	20-6076
27 (6-plex townhome)	D Sage	1414	20-6077
27 (6-plex townhome)	E Sage	1414	20-6078
27 (6-plex townhome)	F Juniper	1999	20-6079
28 (6-plex townhome)	A Juniper	1999	20-6080
28 (6-plex townhome)	B Sage	1414	20-6081
28 (6-plex townhome)	C Sage	1414	20-6082
28 (6-plex townhome)	D Sage	1414	20-6083
28 (6-plex townhome)	E Sage	1414	20-6084
28 (6-plex townhome)	F Juniper	1999	20-6085
29 (5-plex townhome)	A Sage-E	1414	20-6086
29 (5-plex townhome)	B Sage-	1414	20-6087
29 (5-plex townhome)	C Sage-	1414	20-6088
29 (5-plex townhome)	D Sage-	1414	20-6089
29 (5-plex townhome)	E Sage-E	1414	20-6090
30 (6-plex townhome)	A Juniper	1999	20-6091
30 (6-plex townhome)	B Sage	1414	20-6092
30 (6-plex townhome)	C Sage	1414	20-6093
30 (6-plex townhome)	D Sage	1414	20-6094
30 (6-plex townhome)	E Sage	1414	20-6095
30 (6-plex townhome)	F Juniper	1999	20-6096
31 (2-plex townhome)	A Juniper	1999	20-6097
31 (2-plex townhome)	B Juniper	1999	20-6098
32 (4-plex townhome)	A Juniper	1999	20-6099
32 (4-plex townhome)	B Sage	1414	20-6100
32 (4-plex townhome)	C Sage	1414	20-6101
32 (4-plex townhome)	D Juniper	1999	20-6102
33 (6-plex townhome)	A Juniper	1999	20-6103
33 (6-plex townhome)	B Sage	1414	20-6104
33 (6-plex townhome)	C Sa a	1414	20-6105
33 (6-plex townhome)	D Sage	1414	20-6106
33 (6-plex townhome)	E Sage	1414	20-6107

33 (6-plex townhome)	F Juniper	1999	20-6108
34 (4-plex townhome)	A Juniper	1999	20-6109
34 (4-plex townhome)	B Sage	1414	20-6110
34 (4-plex townhome)	C Sage	1414	20-6111
34 (4-plex townhome)	D Juniper	1999	20-6112
35 (4-plex townhome)	A Juniper	1999	20-6113
35 (4-plex townhome)	B Sage	1414	20-6114
35 (4-plex townhome)	C Sage	1414	20-6115
35 (4-plex townhome)	D Juniper	1999	20-6116
36 (2-plex townhome)	A Juniper	1999	20-6117
36 (2-plex townhome)	B Juniper	1999	20-6118

Legal description for IROQUOIS PHASE 2, 3RD AMENDMENT, AMENDING BUILDINGS 1 TO 13, 16 TO 17, 19 TO 25 AND PARCELS A, E, F, AND G FOR TOWNHOME DECLARATION.

- 1) Building 1 Unit A of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2001-A
- 2) Building 1 Unit B of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2001-B
- 3) Building 1 Unit C of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2001-C
- 4) Building 1 Unit D of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2001-D
- 5) Building 2 Unit A of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2002-A
- 6) Building 2 Unit B of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2002-B
- 7) Building 2 Unit C of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2002-C
- 8) Building 2 Unit D of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2002-D
- 9) Building 2E of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2002-E
- 10) Building 2F of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2002-F
- 11) Building 3 Unit A of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2003-A
- 12) Building 3 Unit B of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2003-B
- 13) Building 3 Unit C of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2003-C
- 14) Building 3 Unit D of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2003-D
- 15) Building 4A of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2004-A
- 16) Building 4 Unit B of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2004-B
- 17) Building 5 Unit A of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2005-A
- 18) Building 5 Unit B of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2005-B
- 19) Building 6 Unit A of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2006-A

- 20) Building 6 Unit B of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2006-B
- 21) Building 7 Unit A of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2007-A
- 22) Building 7 Unit B of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2007-B
- 23) Building 8 Unit A of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2008-A
- 24) Building 8 Unit B of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2008-B
- 25) Building 9 Unit A of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2009-A
- 26) Building 9 Unit B of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2009-B
- 27) Building 9 Unit C of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2009-C
- 28) Building 9 Unit D of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2009-D
- 29) Building 10 Unit A of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2010-A
- 30) Building 10 Unit B of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2010-B
- 31) Building 10 Unit C of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2010-C
- 32) Building 10 Unit D of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2010-D
- 33) Building 10 Unit E of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2010-E
- 34) Building 11 Unit A of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2011-A
- 35) Building 11 Unit B of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2011-B
- 36) Building 11 Unit C of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2011-C
- 37) Building 11 Unit D of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2011-D
- 38) Building 11 Unit E of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2011-E
- 39) Building 11 Unit F of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2011-F
- 40) Building 12 Unit A of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2012-A

- 41) Building 12 Unit B of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2012-B
- 42) Building 12 Unit C of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2012-C
- 43) Building 12 Unit D of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2012-D
- 44) Building 12 Unit E of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2012-E
- 45) Building 12 Unit F of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2012-F
- 46) Building 13 Unit A of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2013-A
- 47) Building 13 Unit B of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2013-B
- 48) Building 13 Unit C of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2013-C
- 49) Building 13 Unit D of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2013-D
- 50) Building 16 Unit A of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2016-A
- 51) Building 16 Unit B of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2016-B
- 52) Building 17 Unit A of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2017-A
- 53) Building 17 Unit B of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2017-B
- 54) Building 17 Unit C of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2017-C
- 55) Building 17 Unit D of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2017-D
- 56) Building 17 Unit E of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2017-E
- 57) Building 17 Unit F of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2017-F
- 58) Building 19 Unit A of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2019-A
- 59) Building 19 Unit B of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2019-B
- 60) Building 19 Unit C of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2019-C
- 61) Building 19 Unit D of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2019-D

- 62) Building 20 Unit A of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2020-A
- 63) Building 20 Unit B of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2020-B
- 64) Building 20 Unit C of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2020-C
- 65) Building 20 Unit D of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2020-D
- 66) Building 20 Unit E of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2020-E
- 67) Building 20 Unit F of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2020-F
- 68) Building 21 Unit A of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2021-A
- 69) Building 21 Unit B of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2021-B
- 70) Building 21C of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2021-C
- 71) Building 21 Unit D of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2021-D
- 72) Building 22 Unit A of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2022-A
- 73) Building 22 Unit B of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2022-B
- 74) Building 22 Unit C of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2022-C
- 75) Building 22 Unit D of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2022-D
- 76) Building 22 Unit E of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2022-E
- 77) Building 22 Unit F of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2022-F
- 78) Building 23 Unit A of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2023-A
- 79) Building 23 Unit B of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2023-B
- 80) Building 23 Unit C of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2023-C
- 81) Building 23 Unit D of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2023-D
- 82) Building 24 Unit A of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2024-A

- 83) Building 24 Unit B of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2024-B
- 84) Building 24 Unit C of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2024-C
- 85) Building 24 Unit D of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2024-D
- 86) Building 25 Unit A of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2025-A
- 87) Building 25 Unit B of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2025-B
- 88) Building 25 Unit C of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2025-C
- 89) Building 25 Unit D of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2025-D
- 90) Building 25 Unit E of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2025-E
- 91) Building 25 Unit F of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-2025-F
- 92) Parcel E of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-200E
- 93) Parcel F of Iroquois phase 2, 3rd Amendment, Amending buildings 1 to 13, 16 to 17, 19 to 25, and parcels E and F. OIQ-200F
- 94) Parcel A of Iroquois phase 2, Amending buildings Amending Parcels A, E, F, and G. OIQ-200A
- 95) Parcel G of Iroquois phase 2, Amending buildings Amending Parcels A, E, F, and G. OIQ-200G