

AFTER RECORDING PLEASE RETURN TO:
Ivory Development, LLC
Christopher P. Gamvroulas
978 East Woodoak Lane
Salt Lake City, Utah 84117
(801) 747-7440

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RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
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**AMENDED AND RESTATED MASTER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
AND
RESERVATION OF EASEMENTS
FOR THE IVORY RIDGE PROPERTIES,
a part of the Ivory Ridge Planned Mixed Use Development**

This Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Ivory Ridge Properties, a Utah planned mixed use development (the "Master Declaration") is executed by Ivory Development, LLC, of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the "Declarant").

RECITALS:

A. The Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Ivory Ridge Properties was recorded in the office of the County Recorder of Utah County, Utah on November 14, 2006 as Entry No. 152736:2006 at Pages 1-73 of the official records (the "Initial Master Declaration").

B. The Initial Master Declaration was amended by a written instrument recorded December 6, 2007 in the office of the County Recorder of Utah County, Utah as Entry No. 169711:2007 at Pages 1-24 (the "Amendment").

C. This Master Declaration affects that certain real property described in Exhibit "A," which is either owned by the Declarant or in which Declarant has an easement or right-of-way interest (collectively "Property").

D. All of the voting requirements to amend the Initial Master Declaration have been satisfied.

E. The Declarant has the right to amend the Initial Master Declaration pursuant to Sections 16.2, 16.3 and 16.4 of Article XVI of the Initial Master Declaration.

F. The lands comprising the Property are areas featuring unique and distinctive terrain.

G. By subjecting the Property to this Master Declaration, it is the desire, intent and purpose of Declarant to create a master planned mixed use development in which the beauty of the land and the original design scheme shall be substantially preserved and which will enhance

the desirability of living, working and recreating at the Property, and increase and protect the utility, attractiveness, quality and value of the lands and improvements therein.

H. Declarant has constructed or is in the process of constructing certain improvements upon the Property.

I. Declarant desires, by filing this Master Declaration to resubmit the Property and all improvements now or hereafter constructed thereon to the amended and restated provisions and protective covenants, conditions, restrictions and easements set forth herein.

AGREEMENT:

NOW, THEREFORE, for the reasons recited above, and in consideration of the reciprocal benefits to be derived from the conditions, covenants, restrictions, easements and requirements set forth below, the parties hereto, and each of them, hereby agree:

ARTICLE I. DEFINITIONS

As used in this Declaration (including the "Recital" section above) each of the following terms shall have the indicated meaning:

1.1 The term **Area of Common Responsibility** shall mean and refer to the matters which are the responsibility of the Master Association.

1.2 The term **Area of Personal Responsibility** shall mean and refer to the matters which are the responsibility of the individual private Owners.

1.3 The term **Board of Directors** shall mean and refer to the governing board of the Master Association, which shall be comprised of nine (9) members, consisting of four (4) Directors from the Voting Groups designated by the Declarant and five (5) Directors appointed by the Declarant; provided, however, during the Period of Declarant's Control the Declarant shall be entitled to appoint all of the members of the Board of Directors, including the Director from each Voting Group. Neither the number of members nor the composition of the Board of Directors may be changed without the express prior written consent of the Declarant.

1.4 The term **City** shall mean and refer to City of Lehi located in Utah County, Utah.

1.5 The term **Commercial Unit** shall mean and refer to a Commercial Lot or Unit in the Project.

1.6 The term **Common Area and Facilities** shall mean and refer to all common elements, areas and facilities in the Property as shown on the Final Plat. The Common Area includes the Swim and Tennis Club.

1.7 The term **Condominium, Apartment or Loft Unit** shall mean and refer to an ownership structure of privately owned (a) apartments, (b) condominium units or (c) a combination.

1.8 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 Master Association which obligates the Master Association to share the costs of maintaining certain real, personal or mixed property described therein.

1.9 The term **Declarant** shall mean and include Declarant and any person or persons who might acquire title from it to all or some of the unsold Lots or Units 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 Lots or Units 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 Master 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.

1.10 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 the Property.

1.11 The term **Director** shall mean and refer to a member of the Board of Directors.

1.12 The term **Entry Monument**" shall mean the monument, planter boxes, landscaping features and other physical improvements identifying the Project located at or near the Entry or entrance to the Property or any portion thereof.

1.13 The term **Final Plat** shall mean and refer to the final plat for the Property recorded in the Office of the County Recorder of Utah County.

1.14 The term **Governing Documents** shall mean and refer to this Master Declaration, Bylaws, Rules and Regulations, and Articles of Incorporation.

1.15 The term **Individual Charges** shall mean and refer to an individual charge levied against a Person by the Master Association for all expenses resulting from his act or omission (excepting the failure to pay any Assessment) including by way of illustration but not limitation:

1.15.1 The cost to repair any damage to any portion of the Project on account of the act or omission of any Person; or

1.15.2 The cost to satisfy any expense to an Owner, the Master Association or a Subassociation due to the act or omission of any Person or resulting from the breach by such Person of any of the provisions of the Governing Documents; and

1.15.3 Any transient occupancy tax, sales tax, use tax or other tax levied pursuant to the laws of the State of Utah and payable by any Person which the Master Association or any Subassociation is or shall be required or entitled to collect on behalf of the levying authority, although this subsection is not considered an acknowledgment that any such tax may be levied.

Payment of any Individual Charge may be secured by a lien against the interest of the Person in the Property pursuant to Utah Code Ann, §57-8a-203 (2004) or §57-8-20 (1963) , as amended or supplemented. The Master Association also shall have all other remedies, both legal and equitable, described in this Master Declaration available against any Owner for nonpayment of a monetary obligation.

1.16 The term **Landscaping** shall mean and refer to the grass, trees, shrubs, bushes, flowers, plants, and like improvements located within the Property, as well as the appurtenant sprinkling and irrigation systems.

1.17 The term **Lender** shall mean and refer to a Mortgagee.

1.18 The term **Lot** shall mean and refer to a lot as shown on the Final Plat. Where the context indicates or requires, the term Lot shall include or designate the home constructed upon the Lot.

1.19 The term **Master Assessment** shall mean and refer to the amount assessed an Owner, Lot or Unit by the Master Association to pay the Master Common Expenses, and shall include an amount to fund an adequate reserve fund or funds.

1.20 The term **Master Association** ("MHOA") shall mean and refer to the association of the Declarant and any Subassociations so designated by the Declaration acting as a group in accordance with the Master Declaration.

1.21 The term **Master Common Expenses** shall mean and refer to the common expenses of maintaining, repairing and replacing the Common Area and Facilities, administering the Master Association, and enforcing the Governing Documents.

1.22 The Term **Master Declaration** shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Ivory Ridge Properties.

1.23 The term **Mortgage** shall mean and refer to any mortgage, deed of trust or other security instrument by which a Lot or Unit or any part thereof or interest therein is encumbered. A First Mortgage is a Mortgage having priority as to all other Mortgages encumbering a Lot or Unit, or any part thereof or interest therein.

1.24 The term **Mortgagee** shall mean and refer to any person or entity named as the mortgagee or beneficiary under any Mortgage or Trust Deed by which the interest of any Owner in the Property 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 Mortgage in first priority position against the Property or any portion thereof, 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 Lot or Unit, or any interest therein.

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

1.26. The term **Owner** shall mean and refer to the Person who is the record owner of a fee or an undivided fee interest in a Lot or Unit according to the official records of the County Recorder of Utah County, Utah, 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.

1.27 The term **Period of Declarant's Control** shall mean and refer to the period during which the Declarant is entitled to appoint all of the members of the Board of Directors and otherwise direct and control the development, management and operation of the Project. The Period of Declarant's Control shall expire upon the first to occur of the following: (a) Ninety days after Declarant closes on the sale of its last Lot or Unit; or (b) when, in its discretion, the Declarant so determines and records in the Office of the County Recorder a written "Notice of Termination of Period of Declarant's Control."

1.28 The term **Private Amenity** shall mean and refer to certain real, personal or mixed property located adjacent to, in the vicinity of, or within the Project, which is privately owned and operated by Persons other than the Master Association .

1.29 The term **Project** shall mean and refer to the Ivory Ridge Properties as shown on the Final Plat, as it may be amended or supplemented.

1.30 The term **Property** shall mean and refer to all of the real property, real property interests and personal property submitted to this Master Declaration and comprising the Project, including the Clubview Estates, Parkside Estates, and the Common Area and Facilities.

1.31 The term **Property Manager** shall mean and refer to the person, firm or company designated by the Master Association to manage, in whole or in part, the affairs of the Master Association and the Common Area and Facilities.

1.32 The term **Residential Unit** shall mean and refer to a residential Lot or Unit in the Project.

1.33 The term **Size** shall mean and refer to the number of cubic feet, or the number of square feet of ground or floor space, within each Lot or Unit as computed by reference to the Final Plat and rounded off to a whole number. Certain spaces within the Lots or Units, such as the attic, basement, or garage space, may be omitted from the calculation or be partially discounted by the use of a ratio if the same basis of calculation is employed for all Lots or Units in the Project and if that basis is described in the Governing Documents.

1.34 The term **Total Votes of the Master Association** shall mean and refer to nine (9) votes, the votes of Voting Representatives comprising of the Board of Directors.

1.35 The term **Voting Group** shall mean and refer to a voting group so designated by the Declarant.

1.36 The term **Voting Representative** shall mean and refer to the Person responsible for casting the votes allocated to his Voting Group.

ARTICLE II. INCIDENTS OF OWNERSHIP

2.1 **Description and Ownership of Common Area and Facilities.** The Common Area and Facilities shall mean and include all of the Property owned in common, not privately owned or dedicated to the City. The Common Area is designated on the Final Plat. The Common Area is owned by and title thereto is hereby granted to the Master Association.

2.2 **Area of Application.** This Master Declaration shall apply to all of the Property.

2.3 **Right to Expand Application, Withdraw Land, Reconfigure Structure, or Change the Nature of the Use.** Without any other additional approval required, the Declarant is hereby granted and shall have the unilateral right to:

2.3.1 **Expansion.** Expand the application of this Master Declaration in order to annex additional land or create, establish or modify Common Area, Units, Lots, Subassociations or Voting Groups.

2.3.2 **Contraction.** Contract the application of this Master Declaration in order to withdraw land, Common Area, Units, Lots, Subassociations or Voting Groups.

2.3.3 **Percentages of Ownership.** Adjust percentages of ownership.

2.3.5 **Supplements.** Supplement this Master Declaration. A written supplement to this Master Declaration duly recorded shall be necessary and sufficient to expand, contract, modify and/or adjust the application of this Master Declaration.

2.4 **User Fees.** The Master Association may charge reasonable user fees. Anything to the contrary notwithstanding the Declarant is exempt from and shall not be required to pay any user fees.

2.5 Bylaws. The Bylaws of the Master Association are attached hereto, marked Exhibit "B," and incorporated herein by this reference.

2.6 Description of Undivided Ownership Interest Appurtenant to a Lot or Unit. The undivided percentage of ownership appurtenant to each Lot or Unit in the Project shall be allocated by the Declarant based upon the following:

2.6.1 Among the Residential Lot and Unit Owners on an equal and uniform basis regardless of Size;

2.6.2 Among the Commercial Lot and Commercial Unit Owners based upon Size; and

The undivided percentage of ownership may be expressed as a fraction or as a decimal number. The undivided percentage of ownership shall have a permanent character and shall not be altered without the express affirmative written consent of at least two-thirds of the Lots and Units; provided, however, Declarant reserves the right to unilaterally adjust the undivided ownership interest of each Lot or Unit following any withdrawal or addition of land, Lots or Units within the Project, in accordance with the formula set forth herein. The sum of the undivided interests in the Common Area allocated to all Lots and Units shall at all times equal one hundred percent (100%) although Declarant is authorized to round the undivided interest of one or more Units in order to cause the total to equal one hundred percent (100.0%).

ARTICLE III. VOTING

3.1 Director Voting System. The Master Association shall be managed and operated under a representative voting system based upon Voting Groups established by the Declarant.

3.1.1 Designation of Voting Groups. The Declarant shall establish the Voting Groups. The Voting Groups are subject to change by the Declarant.

3.1.2 Governing Board. The Master Association shall be governed and directed by a Board of Directors.

3.1.3 Number of Directors for the Master Association. There shall be nine (9) Directors on the Board of Directors.

3.1.2 Composition of Board of Directors for the Master Association. Five (5) of the Directors shall be appointed by and represent the Declarant. Each of the remaining four (4) Directors shall be elected or appointed by his or her Voting Group.

3.1.3 Designation of Directors. The Declarant and each Voting Group shall designate a natural person to act as its Director and to exercise its voting power, and an alternate

Director to exercise the voting power in the absence of the Director, at least sixty (60) days prior to the annual meeting of the Master Association and at such other times as the Directors may be changed.

3.1.4 Director Voting. The Director of each Voting Group shall be entitled to cast one (1) vote on each issue or matter before the Master Association equal to the number of Units or Lots in his or her Voting Group.

3.1.4.1 At each meeting of the Master Association, each Director shall cast his vote in such manner as such Director may, in his sole and reasonable discretion, deem appropriate, acting in the best interest of the group he or she represents; provided, however, that a Director shall have the authority to call special meetings of the owners in its Voting Group for the purpose of obtaining instructions as to the manner in which he or she is to vote on any particular issue.

3.1.4.2 In the absence of such a governing provision in the Master Declaration or Bylaws governing the Voting Group, a meeting may be called by the Director representing the Voting Group for the purpose of deciding how he or she shall vote and the vote of a majority of the Owners represented at that meeting shall control the Director's vote on that issue.

3.1.4.3 It shall be conclusively presumed for all purposes of business of the Master Association that any Director casting votes on behalf of his or her Voting Group will have acted with the authority and consent of all of the Owners in the Voting Group.

3.1.4.4 All agreements and determinations lawfully made by the Master Association in accordance with the voting procedures established herein shall be deemed to be final, conclusive and binding upon all of the Owners and their successors and assigns.

ARTICLE IV. EASEMENTS

4.1 Grant of Easement. Declarant hereby reserves to itself and grants to the Master Association a nonexclusive, perpetual right-of-way and easement over, across, under and through the Property for any and all purposes, together with the right to use, operate, maintain, repair and replace the Common Area and Facilities.

4.2 Private Easement. The easement created by subsection 1.4 above is intended to be used as a private non-exclusive easement for the exclusive use and benefit of Declarant, Master Association, Subassociations, and the Owners.

4.3 Common Use of Easement. The easement referred to in subsection 4.1 above is to be used in common by the Declarant, Master Association, Subassociations, and the Owners, and shall be subject to all of the terms, covenants, conditions and restrictions set forth herein.

4.4 Benefited Expense Regarding Landscaping. Each Subassociation is hereby empowered to and may, with the prior written consent of the Master Association, elect, at its sole expense and for its benefit, to upgrade the real estate within its jurisdiction, or any part thereof (the "Benefited Expense"), although such Benefited Expense shall not be considered part of the Master Common Expenses.

6.5 Encroachments. If any part of the Common Area and Facilities encroaches or shall hereafter encroach upon a Lot or Unit an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Lot or Unit encroaches or shall hereafter encroach upon the Common Area and Facilities, or another adjoining Lot or Unit an easement for such encroachment and for the maintenance of the same shall and does exist. Such easements shall extend for whatever period the encroachment exists. Such encroachments shall not be considered to be encumbrances either on the Common Area and Facilities or on the Lot or Unit affected. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any improvement constructed or to be constructed within the Project, by error in the Final Plat, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

4.6 Improvements. Improvements, including by way of illustration but not limitation buildings, structures, Lots, Units or Common Area and Facilities, constructed as subsequent phases of the Project may encroach upon portions of the Common Area and Facilities of earlier phases of the Project. A perpetual easement for such encroachment and this Master Declaration necessary to repair, maintain and operate such improvements is hereby granted.

4.7 Rights of Access. Each Owner shall have the right to ingress and egress over, upon and across the Common Area as necessary for access to his Lot or Unit and to any Limited Common Area appurtenant thereto.

4.8 Support. Each Owner shall have the right to the horizontal, vertical and lateral support of his Lot or Unit.

4.8 Declarant's Easement. The Declarant hereby reserves to itself and grants to the Master Association a non-exclusive easement to make such use of the Common Area and Facilities as may be necessary or convenient to perform the duties and functions that the Declarant and/or Master Association is obligated or permitted to perform hereunder, including, without limitation, the right to improve and maintain the Property for use and enjoyment of the Owners.

4.9 Construction Easements. The Declarant hereby reserves for itself and its affiliates and assignees a temporary construction easement over the Common Area for the purpose of doing all things that are reasonably necessary as a part of constructing any new improvements for the Project. The Owners do hereby acknowledge and agree that there will be construction activities, traffic, noises, odors and vibrations which may temporarily disrupt their quiet enjoyment of their property until all improvements are complete. The Owners do hereby waive any right to object to such construction activity. Declarant's construction activities

pursuant to the easement granted hereunder shall not be deemed to be a violation of the Use Restrictions.

4.10 Locations Facilities Easements. Declarant reserves a non-exclusive easement for itself and its affiliates and assignees to construct, operate, maintain, repair and replace all types of telecommunication facilities, including but not limited to roof antennas, within suitable locations for such facilities (the "Locations of Facilities") within the Project. Declarant further reserves a right of access to the Locations of Facilities over, across, and through all other Common Area and Facilities of the Project in order to access the Locations of Facilities to exercise the rights established herein. Declarant reserves the perpetual right to transfer by easement, license agreement or other conveyance the rights reserved hereunder to one or more telecommunication facilities providers. Declarant may exercise all of such rights unilaterally and without the consent of any Owner, Mortgagee or the Master Association. The Master Association, on behalf of all Owners, agrees to execute such further and additional instruments as may be requested by Declarant documenting the rights hereunder, in form satisfactory to the Declarant, and any assignee of its rights hereunder.

4.11 Entry Monument Easement. Easements the Entry Monument and corresponding utility and drainage systems and facilities, and irrigation are reserved hereby and on the recorded Plat. An Owner may not do any landscaping, grading or work, or install any structure, building, improvement, planting, or other object, natural or artificial, or materials which may damage or interfere with the installation and maintenance of utilities, Entry Monument, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. If a drainage channel is altered by an Owner, the Declarant and/or the Association expressly reserve the right to enter onto the property to restore the area at the cost of the Owner, and without being guilty of a trespass. In addition, the easement and right of way area of or on each Lot, including by way of illustration but not limitation, the Entry Monument, in whole or in part, utilities, drainage systems and facilities, and irrigation, and all improvements within said area shall be maintained continuously by the Owner of the property, at his sole expense, excepting those improvements for which a public authority or utility company is expressly responsible.

4.12 Parking. The Declarant reserves to itself and hereby grants to the Board of Directors the right to assign parking and make parking rules and regulations. The parking assignments and parking rules and regulations are subject to change.

V. NOTICES

5. Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally, by first class mail, by express mail or overnight courier service providing proof of delivery, or by telecopy, facsimile transmission, e-mail, or other electronic means. Notice to Owners shall be addressed to each Owner at the address given by such Owners to the Board of Directors for the purpose of service of such notice or to the Lot or Unit of such Owner if no such address has been given to the Board of Directors. Notice shall be deemed

given when actually received if personally delivered or sent by overnight courier; if faxed, when the fax is received, except that if the fax is received at a time other than the normal business hours of the office at which it is received, on the next regular business day; and if by mail, the earlier of the day actually received or the third business day after the notice is deposited in the Lot or United States Mail, properly addressed and postage prepaid. Such address may be changed from time to time by notice in writing to the Board of Directors addressed to:

Ivory Ridges Master Association
Board of Directors
3340 N. Center St.
Lehi, UT 84043

VI. INSURANCE AND INDEMNITY

6.1 **Rules and Regulations.** The Board of Directors may adopt General Insurance House Rules, Policies and Procedures (collectively, "Insurance Rules and Regulations"). The Insurance Rules and Regulations are intended as a guide for owners and residents in order to maintain the insurability of the project, keep the insurance premium reasonable, and enforce the maintenance responsibilities of the individual owners. The Insurance Rules and Regulations are subject to change.

6.2 **Insurance.** The Master Association shall obtain the following insurance for the Common Area and Facilities:

- Public liability; and
- Property, fire and extended hazard.

In addition, the Master Association shall obtain:

- Directors and officers insurance; and
- A fidelity bond.

This insurance described above is referred to collectively as "Master Association Insurance Policy". The premium shall be Master Common Expense.

6.3 **Deductible.** The deductible on a claim made against the Master Association 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 parties, then the Master Association shall be responsible for the deductible.

6.4 **Severance.** If any term, part or provision of this document is ruled by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Utah, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the

parties shall be construed an enforced as if the document did not contain such term, part or provision.

6.5 **Adjust Claims.** The Board of Directors is hereby granted the right, power and authority to adjust claims.

VII. MAINTENANCE

7. **Maintenance.** The Master Association shall maintain the Area of Common Responsibility in good condition and the cost thereof shall be considered a Master Common Expense. Each Owner shall maintain his or her Area of Personal Responsibility in good condition and the cost thereof shall be considered a personal expense.

VIII. BOARD OF DIRECTORS

8. **Board of Directors.** The Master Association shall be governed by a Board of Directors who shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the Act and this Master Declaration, including but not limited to the following items. In the event of any conflict, the powers granted to the Board of Directors shall be liberally construed:

- 8.1 To make, modify and enforce rules and regulations.
- 8.2 To engage the services of a professional manager, accountants, attorneys or other employees or agents and to pay to said persons a reasonable compensation therefore.
- 8.3 To manage the Master Association and Common Area and Facilities.
- 8.4 To determine and pay the Master Common Expenses.
- 8.5 To make and collect Assessments.
- 8.6 To enter into contracts, deeds, leases and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.
- 8.7 To open bank accounts.
- 8.8 To purchase, hold, sell, convey or mortgage any one or more Lots, Units and/or Memberships.
- 8.9 To sue and be sued.
- 8.10 To obtain insurance.
- 8.11 To make repairs.

8.12 To own, purchase or lease, hold and sell or otherwise dispose of items of personal property.

8.13 To keep the books and records.

8.14 To appoint officers.

8.15 To create non-exclusive easements.

8.16 To immobilize, tow and impound vehicles.

8.17 To charge fines.

8.18 To incorporate the Master Association.

8.19 To do all other acts necessary for the maintenance of the Project, administration of the Master Association, and enforcement of the Governing Documents.

ARTICLE IX: LIMITATION OF LIABILITY

9.5 **Limitation of Liability.** The Master Association shall save, indemnify and hold any member of the Board of Directors or officer of the Master Association harmless from any and all losses, liability or claims arising out of, caused by or related to his or her service, and shall undertake all costs of defense, until and unless it is proven that he or she was guilty of intentional misconduct. Members of the Board of Directors are not personally liable to the victims of crimes occurring at the Project. Punitive damages may not be recovered against the Master Association, Board of Directors or officers of the Association, although they may be recovered against individuals guilty of intentional misconduct.

ARTICLE X. SWIM AND TENNIS CLUB

10.1 **Nature of the Club.** The Swim and Tennis Club (the "Club") is part of the Common Area and Facilities.

10.2 **Types of Membership.** The following are the types of membership in the Club:

- Equity memberships;
- Preferred (or Corporate) memberships; and
- Temporary memberships.

Equity Memberships are appurtenant to the ownership of a Lot or Unit. Preferred Memberships are owned independently of and separate from of the ownership of a Lot or Unit. Temporary memberships are memberships authorized or issued by the Declarant intended to last, exist, serve

or be effective for a short period of time, not permanent (e.g., seasonal programs, sports programs, daily passes, guest passes, prospective buyer or renter passes, etc.).

10.3 Number of Memberships. There will be at least 930 but no more than 1000 permanent members of the Club, which shall consist of Preferred (or Corporate) memberships and Equity memberships. The Declarant shall allocate the memberships. Temporary memberships are also allowed although there is no limit on Temporary memberships.

10.4 Change. The Declarant hereby reserves to itself the unilateral right to change the allocation of memberships and membership types in the Club.

10.5 Nature of Membership.

10.5.1 Mandatory Members of The Club. For the following properties membership in the Club is mandatory and appurtenant to the Lot or Unit and may not be separated or partitioned therefrom or subdivided, and any attempt to do so shall be void:

- Clubview Estates;
- Clubview Towns;
- Walks;
- Lofts;
- Commercial; and
- Any Lot or Unit located within the Clubview area.

10.5.2 Optional Members of The Club. Equity membership in the Club may be optional to some of the properties or parcels located west of the Club facility, including by way of illustration but not limitation:

- Parkside Estates; and
- Parkside Towns

The Declarant hereby reserves to itself the right to grant an option to a prospective buyer or Owner of a Lot or Unit located west of the Club facility to purchase an Equity membership and join the Club; that is, the Declarant has the right but not the obligation to grant an option to purchase an Equity membership in the Club to a particular Person or a particular Lot or Unit. The decision to grant an option to purchase an Equity Membership may be made by the Declarant, in its sole discretion, on a Person by Person, Phase by Phase, Lot by Lot, or Unit by Unit basis. The determination may be accomplished by the filing for record by Declarant in the office of the County Recorder of Utah County, Utah a written "Notice of Option" or by mentioning or describing the membership in the deed or other document of conveyance to a Lot or Unit. For use herein the term "optional" shall mean and refer to the following:

10.5.2.1 The Declarant shall determine if a Phase, in whole or in part, Person, Lot and/or Unit shall be granted the option to purchase an Equity membership and join the Club and on what terms;

10.5.2.2 The first purchaser of a Lot or Unit designated as optional prior to or at closing shall have a choice to purchase an Equity membership and join the Club for a fee;

10.5.2.3 If the first purchaser of a Lot or Unit designated as optional elects to exercise the option and purchase an Equity membership and join the Club, then that Equity membership shall have a permanent character and shall run with the land. The Equity membership shall thereafter be mandatory and may not be separated from the Lot or Unit to which it appertains without the express prior written consent of the Master Association and all conveyances of the Lot or Unit after such election shall be effective to transfer the membership right in the Club. The membership shall be considered an Equity membership and shall be expressly mentioned or described in the deed to the Lot or Unit or other document of conveyance; provided, however, the membership shall be considered to be conveyed even though such interest is not expressly mentioned or described in the deed or other document of conveyance. Such recordation shall also operate to vest in any mortgagee of the Lot or Unit a corresponding security interest in the Equity membership.

10.5.2.4 A power coupled with an interest is hereby granted to the Declarant, its successors and assigns, as attorney in fact to shift membership interests in the Club in accordance with the election of said Lot or Unit owners and each deed of a Lot or Unit or other document of conveyance shall be considered a grant of such power to the Declarant. Various provisions of this Declaration and deeds and mortgages of the Lots or Units may contain clauses designed to accomplish a shifting of the membership interest in the Club. 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 membership interest in the Club can be accomplished.

10.5.2.5 On the other hand, if the first purchaser of a Lot or Unit designated as optional elects NOT to exercise the option to purchase an Equity membership and join the Club, the Declarant subsequently may but is not obligated to grant to the owner of the Lot or Unit an option to join the Club, but NOT if all of the memberships allocated in Section 10.4 have been sold.

10.5.2.6 The Declarant hereby reserves and grants to the Master Association the right (but not the obligation) to create an administrative system for owners of Lots or Units located on the west side of the Club Facility to exchange, transfer or convey an Equity membership in the Club to another west side Lot or Unit; provided, however, no such Equity membership may be partitioned or separated from a west side Lot or Unit, or subdivided, and any attempt to do so shall be void. Any such exchange, transfer or conveyance is expressly conditional upon strict compliance with the administrative procedures established and any non-conforming transaction shall be voidable by the Master Association.

10.5.2.7 Anything to the contrary notwithstanding:

10.5.2.7.1 Options may be granted without any limitations whatsoever save and except that Declarant will not allow the total number of memberships in the

Club to exceed the amount authorized in Section 10.4 above. No other assurances are made concerning the number of options which will be granted.

10.5.2.7.2 The options may be granted at different times without any limitations.

10.5.2.7.3 The Master Association and Owners shall not interfere with the granting of said options.

10.5.2.7.4 Anything to the contrary notwithstanding 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 granting of such options; (b) the carrying out in any particular way or within any particular time of any of the granting of options which may be undertaken except as herein mentioned; or (c) the taking of any particular action with respect to the options.

10.6 Management Contract. The Master Association may not self-manage the Club without the unanimous written consent of the Board of Directors and the Declarant. The Master Association shall enter into a written contract with a professional manager or management company administer, manage and operate the Club. The management contract must be approved in writing by the Declarant. The management contract shall be in writing and signed by the parties. The termination provision of any such contract must not require a termination penalty or any advance notice of any more than sixty (60) days to terminate the management contract without cause. The management contract may be terminated for cause if after thirty (30) days prior written notice the default has not been cured. No such contract or agreement shall be for a term greater than one (1) year. The management contract may be renewed annually. The management contract shall allow the manager to employ general laborers, grounds crew, maintenance, bookkeeping, administrative and clerical personnel as necessary to perform its management responsibilities. The Declarant's approval requirements herein shall be of a permanent character and may not be modified without Declarant's prior written consent, and shall survive the expiration of the Declarant's Period of Control.

10.7 Club Fees. Club fees are the personal obligation of each member and are collectible as such. Late fees and default interest may be charged in amounts determined by the Board of Directors. A lien may be filed against the appurtenant Lot or Unit to secure payment. The Master Association is hereby granted and may exercise all collection remedies set forth in Article XI below. If the Declarant is required to advance funds to maintain and operate the Club until a sufficient number of Lots or Units or Memberships have been sold, then it shall enter into a subsidy agreement with the Master Association for the Club (the "Club Subsidy Agreement"); provided, however, such advances shall be considered a loan evidenced by a note and secured by the Common Area and Facilities, including the Club and Club furnishings, funds in the Master Association's operating Account and the Club's operating account, and funds in the Master Association's reserve account and the Club's reserve account, even if the parties have not executed a written agreement, security instrument or other contract. The Declarant shall maintain books and records documenting funds advanced for the purpose of maintaining and

operating the Club. The Master Association and/or Club manager shall pay to the Declarant all sums due and owing under the Club Subsidy Agreement.

10.8 Club Rules and Regulations. The Board of Directors may promulgate rules and regulations for the Club.

10.9 Amendment. Anything to the contrary notwithstanding, Article X may not be amended without the express prior written consent of the Declarant.

ARTICLE XI. ASSESSMENTS AND FEES

11. Master Assessments.

11.1 Obligation of Members of Master Association. Each Member of the Master Association shall pay its share of the Master Common Expenses (the "Master Assessment" or "Base Fee").

11.2 Computation of Master Assessments. The Master Association shall base the amount of the annual Master Assessments upon budgeted estimates of the Master Common Expenses expected to be incurred during the coming calendar year, plus amounts required to establish an adequate reserve.

11.3 Apportionment of Master Common Expenses. The Master Common Expenses shall be allocated among each of its Members in accordance with its percentage of ownership interest.

11.4 Budget. The Master Association shall prepare and furnish to each Member an operating budget for the Master Association or the coming calendar year at least thirty (30) days prior to the beginning of each year.

11.5 Books and Records. The Master Association shall (a) keep books and records in accordance with generally accepted accounting practices and (b) prepare monthly billing statements and/or ledgers for each Member detailing its share of the Master Common Expenses and any other charges.

11.6 Payment. Master Assessments and each Member's share of the Master Common Expenses shall be payable in twelve (12) equal monthly installments. Monthly invoices for each Member will be prepared by the Master Association. All Assessments will automatically be billed monthly to the Member and must be paid by the 10th of the month in which they were due. The Board of Directors may require a credit card or debit card for payment. If so, each Owner shall provide the Master Association with a valid credit card or debit card number. Charges will be posted to the Owner's credit card or debit account by the 10th of the following month. Statements detailing Assessments will be provided at the beginning of every month. Each Member shall keep his credit card and/or debit card current, and immediately notify the Board of any changes. Each Member hereby authorizes and directs the Master Association to charge its

credit card or debit account as indicated above for all balances outstanding on a regular monthly billing schedule.

11.9 Reserves. The Master Association shall establish and fund a reasonable reserve account or accounts for unforeseen operating expenses, major repairs, and capital improvements. In the event the reserve account(s) fall below an amount considered acceptable by the Directors, then, in its sole discretion and without any additional approval required, the Master Association may restore or replenish the account(s) by an equitable increase in the monthly Master Assessment, a special assessment, or any combination. The Master Association may elect to accelerate the entire annual Master Assessment in the event of default.

11.10 Equitable Changes. If the aggregate of all monthly payments on all of the Lots and Units is too large or too small as a result of unanticipated income or expenses, the Board of Directors may from time to time effect an equitable change in the amount of the regular Assessments, and this shall not be considered a Special Assessment. Owners shall be given at least thirty (30) days written notice of any changes.

11.11 Capital Asset Table. The Board of Directors shall establish and update at least annually a Capital Asset Table which shall list each major asset and physical improvement for which the Master Association is responsible, its expected useful life, the present cost of replacement; the estimated cost to replace the item at the end of its useful life, the percentage and amount of each Assessment designated for the reserve account to replace the item at the end of its useful life, and the amount of money currently set aside in the reserve account for the replacement of the item.

11.12 Analysis Report. The Board of Directors shall prepare and update as often as is necessary but at least every five (5) years a written Reserve Account Analysis, and make the report(s) available to the Owners at the annual meeting of the Association.

11.13 Miscellaneous Provisions. The making and collection of Master Assessments by the Master Association from Owners of Lots and Units for their share of Master Common Expenses shall be made as follows and subject to the following provisions:

11.13.1 The common profits of the Property shall be distributed among, the Master Common Expenses shall be charged to, and the voting rights shall be allocated among the Owners as follows:

11.13.1.1 For the Residential Lot Owners and Residential Unit Owners on an equal and uniform basis, regardless of Size; and

11.13.1.2 For the Commercial Lot Owners and Commercial Unit Owners based upon Size.

11.13.2 At least two separate and distinct funds shall be created and maintained by the Master Association: One for operating expenses and the other for reserve expenses.

11.13.3 The Assessments charged by the Master Association shall include both the Base Fee and any Special Master Assessments.

11.13.4 The Master Assessment or Base Fee shall be based upon the annual budget adopted by the Board of Directors in accordance with the provisions of this Master Declaration and the Bylaws.

11.13.6 The Master Assessments or Base Fee for each Lot or Unit shall commence on the first day of the calendar month following the closing of the first sale of a Lot or Unit by the Declarant and continue on the first day of each month thereafter.

11.13.7 The Board of Directors may make equitable changes in the Master Assessments or Base Fee during any calendar year; provided, however, the Master Association shall provide notice, by first class mail to all Owners, of any increase in the Master Assessments or Base Fee not less than thirty (30) nor more than sixty (60) days prior to the date any modified Assessment is due.

11.13.8 In addition to the Master Assessments or Base Fee, the Master Association may assess in any fiscal year, Special Master Assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any unforeseen expenditure or the construction or reconstruction, unexpected repair or replacement of a described capital asset or improvement upon any Common Area and Facilities, including the necessary fixtures and personal property related thereto, and other costs, expenses of operation or shortfalls in the collection of Master Assessments from the Owners.

11.13.9 However, in any fiscal year, except as otherwise provided in this Master Declaration, the Board of Directors shall not, without the affirmative vote of Owners holding a majority of the Total Votes of the Master Association, at a meeting at which a quorum is present in person or by proxy, levy Special Master Assessments which in the aggregate exceed 20% of the budgeted gross expenses of the Master Association for that fiscal year.

11.13.10 The portion of any Special Common Assessment levied against a particular Lot or Unit shall be equal to its corresponding percentage of undivided interest in the Common Area or Master Association.

11.13.11 These conditions for the imposition or allocation of Special Master Assessments shall not apply when the charge is to pay an increase in real property taxes or when the special assessment against an Owner is a remedy utilized by the Board of Directors to reimburse the Master Association for costs incurred in bringing the Owner and/or his Lot or Unit into compliance with the provisions of the Governing Documents.

11.13.12 The Board of Directors shall provide notice by first class mail to all Owners of any Special Master Assessments not less than thirty (30) nor more than sixty (60) days prior to the date such Assessment is due.

11.13.13 Anything to the contrary notwithstanding, the Declarant is not obligated to pay Assessments of any kind on Lots or Units it owns unless a certificate of permanent occupancy has been issued and the property has been sold, rented or is occupied, excluding any Lot or Unit used as a model home.

11.13.14 If the Declarant is required to advance funds to maintain the Common Area and Facilities until a sufficient number of Lots or Units have been sold, then it shall enter into a subsidy agreement with the Master Association (the "Subsidy Agreement"); provided, however, such advances shall be considered a loan evidenced by a note and secured by the Common Area, funds in the operating account, and funds in the reserve account, even if the parties have not executed a written subsidy agreement, security instrument or other contract. The Declarant shall maintain books and records documenting funds advanced for the purpose of maintaining the property. The Master Association shall pay to the Declarant all sums due and owing under the Subsidy Agreement.

11.13.15 Declarant may pay the Master Association an amount less than its proportionate share of Master Common Expenses, its Master Assessments or Base Fee, or any Special Master Assessment provided Declarant has executed a subsidy agreement requiring Declarant to pay monies which are sufficient, together with the Master Assessments paid by all other Owners, to enable the Master Association to timely pay all of the Master Common Expenses. Subject to the provisions of Section 11.13, any subsidy agreement shall require Declarant to pay its full proportionate share of all reserves for the repair or replacement of capital assets or improvements assessed against the Lots or Units which it owns.

11.13.16 All Master Assessments or Base Fees shall be due as determined by the Board of Directors.

11.13.15 Master Assessments or Base Fees not paid within ten (10) days after the date when due shall bear interest at a rate set by the Board of Directors from the date when due until paid.

11.13.16 The Board of Directors may charge a late fee on payments received after their due date.

11.13.17 If the percentages of ownership are reallocated, any Master Assessments or Base not yet due may be recalculated in accordance with the reallocated percentage interests.

11.13.18 Every Owner shall pay his share of the Master Common Expenses, Master Assessment or Base Fee and Special Master Assessment. An Assessment is a debt of the Owner at the time the Assessment is made and is collectible as such. If any Owner fails or

refuses to pay an Assessment when due, that amount constitutes a lien on the interest of the Owner in the Property, and upon the recording of notice of lien, it is a lien upon the Owner's or Member's interest in the Property prior to all other liens and encumbrances, recorded or unrecorded, except:

(i) tax and special assessment liens on the Lot or Unit in favor of any assessing unit or special improvement district; and

(ii) encumbrances on the interest of the Owner or Member recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

Such lien may be enforced by sale or foreclosure, judicial or non-judicial, conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by Utah law. If the Association elects to pursue a non-judicial foreclosure, the Owner of the Lot or Unit, by acceptance of a deed or other document of conveyance, shall be considered to have expressly authorized the Board of Directors to appoint a trustee and record in the office of the County Recorder a Notice of Appointment. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney's fees, and a reasonable rental for the Lot or Unit during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Board of Directors may bid for the Lot or Unit at foreclosure or other sale and hold, lease, mortgage, or convey the same. If the Association elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the Owner by accepting a deed to the Lot or Unit hereby irrevocably appoints the attorney of the Association, provided s/he is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Ann., Section 57-1-23 (1953), as amended. In addition, the Owner hereby transfers in trust to said Trustee all of his right, title and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein. The Master Association reserves the right to substitute and appoint a successor trustee as provided for in Title 57, Chapter 1, Utah Code.

11.13.19 In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed.

11.13.20 The Owner shall also be required to pay to the Master Association any Master Assessments or Base Fees and Special Master Assessments against his property which shall become due during the period of foreclosure, and all such Master Assessments or Base Fees and Special Master Assessments shall be secured by the lien being foreclosed.

11.13.21 The Board of Directors shall have the right and power in behalf of the Master Association to bid in at any foreclosure sale and to hold, lease, mortgage or convey the Property in the name of the Master Association.

11.13.22 In furtherance of such foreclosure rights, the Master Association may bring an action at law against the Owner personally obligated to pay the same or the Master Association may foreclose the lien, either judicially or non-judicially, in accordance with the provisions of the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code) or Utah Community Association Act (Title 57, Chapter 8a, Utah Code).

11.13.23 The lien of the Master Association shall be superior to all other liens and encumbrances except liens and encumbrances recorded before recordation of this Master Declaration, a first mortgage, liens and charges in favor of the state or any political subdivision thereof, tax liens and other governmental assessments or charges past due and unpaid on the property.

11.13.27 The lien procedures described herein do not prohibit actions to recover sums for which this Master Declaration creates a lien or prohibit the Master Association from taking a deed in lieu of foreclosure.

11.13.28 The Board of Directors, upon written request, shall furnish to an Owner a statement setting forth the amount of unpaid Master Assessments against the Lot or Unit. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Master Association, the Board of Directors; the property manager and every Owner, in favor of all who rely on such statement in good faith.

11.13.29 The amount of any Assessment against any Lot or Unit shall be the personal obligation of the Owner.

11.13.30 Suit to recover a money judgment for such personal obligation shall be maintainable by the Master Association without foreclosing or waiving the lien securing the same.

11.13.31 No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Area and Facilities, by abandonment of his property or by waiving any services or amenities provided for in this Master Declaration.

11.13.32 In the event of any suit to recover a money judgment of unpaid Master Assessment or Base Fee and Special Master Assessment hereunder, the involved Owner shall pay the costs and expenses incurred by the Master Association in connection therewith, including reasonable attorneys' fees.

11.13.33 In a voluntary sale, transfer, conveyance, exchange or assignment, the personal obligation of an Owner to pay any unpaid Master Assessment or Base Fee and Special Master Assessment against his property shall also pass to his successors in title.

11.13.34 The Master Association through the Board of Directors shall include in the Master Assessment or Base Fee amounts representing sums to be used for major

repairs, the replacement of or additions to capital items or improvements in the Project. Said amounts shall be dedicated for the uses provided in this Section and shall be set up as reserve accounts for each Lot or Unit.

11.13.35 In the event of transfer of a Lot or Unit, the reserve account for such property shall be deemed transferred to the transferee of the property.

11.13.36 The Board of Directors shall not expend funds designated as reserves for any purpose other than unforeseen expenses or the repair, restoration, replacement or maintenance of major components of the Common Area and Facilities for which the Master Association is responsible and for which the reserve fund was established or for litigation involving such matters.

11.13.37 The Board of Directors shall exercise prudent fiscal management in the timing of restoring any transferred funds to the reserve account and shall, if necessary, levy a Special Master Assessment to recover the full amount of the expended funds within the time limit specified above.

11.13.38 At least once every three (3) years the Board of Directors shall cause a study to be conducted of the reserve account of the Master Association and its adequacy to satisfy anticipated future expenditure requirements. The Board of Directors shall, thereafter, annually review the reserve account study and shall consider and implement necessary adjustments to reserve account requirements and funding as a result of that review. Any reserve account study shall include, at a minimum:

11.13.39 Identification of the major components which the Master Association is obligated to repair, replace, restore or maintain which, as of the date of the study, have a useful life of less than thirty (30) years.

11.13.40 Identification of the probable remaining useful life of the components identified above, as of the date of the study.

11.13.41 An estimate of the cost of repair, replacement, restoration or maintenance of each major component identified above, during and at the end of its useful life.

11.13.42 An estimate of the total annual contribution necessary to defray the cost to repair, replace, restore or maintain each major component during and at the end of its useful life, after subtracting total reserve funds as of the date of the study.

11.13.43 For the purposes of this Section, the term "reserve account requirements" means the estimated funds which the Board of Directors has determined are required to be available at a specified point in time to repair, replace or restore those major components which the Master Association is obligated to maintain.

11.13.44 If an Owner shall at any time lease or rent his Lot or Unit and shall default in the payment of Master Assessments, the Board of Directors may, at its option, so long as such default shall continue, demand and receive from any tenant, lessee or renter of the Owner the rent due or becoming due, and the payment of such rent or lease payment to the Board of Directors shall be sufficient payment and discharge of such tenant, lessee or renter and the Owner for such Master Assessments to the extent of the amount so paid.

11.13.45 No Owner may waive or otherwise exempt himself or herself from liability for the payment of his share of the Master Common Expenses or his Master Assessment or Base Fee and any Special Master Assessments provided for herein, including but not limited to his non-use of the Common Area and Facilities or abandonment of his Lot or Unit.

11.13.46 Anything to the contrary notwithstanding, any first mortgagee who obtains title to a Lot or Unit pursuant to the remedies in the mortgage or trust deed or through foreclosure will not be liable for more than six (6) months of the unpaid regularly budgeted assessments, dues or charges accrued before acquisition of the title to the property by the mortgagee, although the first mortgagee will also be liable for any reasonable attorneys fees or costs related to the collection of the unpaid dues. All other grantees who obtain title to a Lot or Unit 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 attorneys fee, against the Lot or Unit for its share of the Master 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.

ARTICLE XII: INITIAL USE RESTRICTIONS

12.1 **Zoning and Land Use Ordinances.** 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 Subdivision.

12.2 **Nuisance.** 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, embarrassment or nuisance to other residents or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property.

12.3 **Compliance with Laws.** Owners shall comply with all local, state and federal ordinances, laws and regulations.

12.4 **Statutes.** Nothing shall be done or kept in, on or about any Lot 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.

12.5 **Insurance.** Nothing shall be done or kept in any Building, Lot, Unit or in the Common Area and Facilities or any part thereof which would result in cancellation of the

insurance on the Project or any part thereof, nor shall anything be done or kept in any Lot or Unit which would increase the rate of insurance on the Project or any part thereof over what the Master Association but for such activity, would pay, without the prior written consent of the Board of Directors.

12.6 Motor Vehicles. The driving, parking and storage of motor vehicles within the Property are subject to rules and regulations adopted by the Board of Directors as they may be changed from time to time. Vehicles parked in violation of the rules and regulations may be immobilized, impounded, or towed by the Master Association without further notice and at the owner's sole risk and expense.

12.7 Views. Neither the Declarant nor the Master Association guarantees or represents that any view over and across any property, including any Building, Lot or Unit will be preserved without impairment. Neither the Declarant nor the Master Association shall have the obligation to prune or thin trees or other landscaping except as set forth herein. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

12.8 Drainage and Erosion. No structure, plant, improvement or other material may be placed or permitted to remain, or other activities undertaken which may damage or interfere with established Lot ratios, 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.

12.9 Rules and Regulations. Each Owner shall comply with the Club management contract, rules and regulations.

12.10 Indemnity. Each Owner shall save, indemnify and hold the Master Association harmless against any and all loss, liability or damage caused by or resulting from his violation of the use restrictions.

XIII. TERMINATION

13.1 Termination. The Project may be terminated only by the unanimous agreement of all Lots or Units.

13.2 Recording of Notice of Removal. All of the Owners may remove the Project from the provisions of the Master Declaration by an instrument duly recorded to that effect, provided that the holders of all liens affecting any of the Lots or Units consent or agree by instruments duly recorded that their liens are transferred to the undivided ownership interest of the Owners in the Project. Provided further, as long as Declarant has ownership rights in the Project, its consent shall also be required to remove the Project from the provisions of this Master Declaration. Upon removal of the Project from the provisions of this Master Declaration, the Project shall be deemed to be owned in common by the Owners based upon the percentage of ownership of each Lot or Unit.

13.3 Termination Agreement. A termination agreement may provide that all of the Project shall be sold following termination. If, pursuant to the agreement, any real estate in the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.

13.4 Master Association as Agent. The Master Association may contract for the sale of real estate in the Project, but the contract is not binding on the Owners until approved by the Board of Directors. If any real estate in the Project is to be sold following termination, then title to the real estate shall vest in the name of the Master Association as trustee for all Owners based upon their percentages of ownership. Thereafter, the Master Association shall have all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Master Association shall continue in existence with all powers it had before termination. Proceeds of the sale shall be distributed to Owners and Mortgagees as their interests may appear, based on their percentages of ownership. Unless otherwise specified in the termination agreement, as long as the Master Association holds title to the property, each Owner and his successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Lot or Unit in accordance with the terms of this Master Declaration. During the period of that right of occupancy or use, each Owner and his successors in interest remain liable for all Master Assessments or Base Fees, Special Master Assessments and other obligations imposed on Owners by this Master Declaration.

13.5 Master Association as Trustee. Following termination of the Project, the proceeds of any sale of real estate, together with the assets of the Master Association, shall be held by the Master Association as trustee for Owners and Mortgagees as their interests may appear.

13.6 Mortgagees. Following termination, Mortgagees holding Mortgages on the Lots or Units which were recorded before termination may enforce those liens in the same manner as any lienholder.

13.7 Common Area and Facilities. In the event of the dissolution of the Master Association the Property shall be transferred to a nonprofit corporation, trust, or other entity to be used for such similar purposes, and each owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Area and Facilities and improvements on a pro rata basis which conforms substantially with the assessment procedure, terms and conditions set forth herein. To the extent the foregoing is not possible, the Common Area and Facilities shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to Owners as tenants in common.

ARTICLE XIV: DEVELOPMENT RIGHTS

14. Development Rights. The following development rights are hereby granted to or reserved by Declarant (collectively, "Development Rights"):

14.1 Easement. Declarant hereby reserves an easement throughout the Project for a period twenty (20) years from the date of the recording of this Master Declaration for the purpose of completing all improvements contemplated hereby and in the Final Plat, including but not limited to improvements to any land annexed.

14.2 Improvements. Declarant hereby reserves the right but not the obligation to construct any improvements shown on the Final Plat; and any other buildings, structures or improvements that Declarant desires to construct on the Property, or any other real estate owned by Declarant, regardless of whether the same ever become part of the Project.

14.3 Sales Offices. Declarant hereby reserves the right to maintain sales offices, management offices, signs advertising the Project and models in any of the Property which it owns or leases or on the Common Area and Facilities of the Project for so long as Declarant is an Owner within the Project. All signage shall comply with county regulations, as the same may be changed from time to time. Declarant shall be entitled to utilize, at any one time, any number of Lots or Units which it owns or leases and some or all of the Common Area and Facilities as sales offices, management offices, and models anywhere in the Project. Declarant may relocate sales offices, management offices and models to other Units or Common Area and Facilities at any time. Notwithstanding an Owner's right to resell his Lot, Unit and/or Membership and list such Lot, Unit and/or Membership with any firm or agency as he shall determine, no person or entity other than Declarant and/or its duly appointed affiliates, successors, agents or assigns, shall have the right to market or initially sell Lots, Units and/or Memberships within the Project.

14.4 Declarant's Obligation to Pay Master Assessments. The Declarant is not obligated to pay Assessments on Lots or Units it owns unless a certificate of permanent occupancy has been issued and the property has been sold, rented or is occupied, excluding any Lot or Unit used as a model home.

14.5 Waiver of Obligation to Pay Assessments on Leased Model Home. The Owner of a Lot or Unit leased or rented to Declarant for use as a model home is hereby excused from and shall not be obligated to pay any portion of the Master Common Expenses, Master Assessment or Base Fee, or Special Master Assessment on that Lot or Unit, anything to the contrary notwithstanding.

14.6 Changes to the Property. Notwithstanding anything to the contrary contained in this Master Declaration, Declarant may unilaterally and in its sole discretion make such alterations, changes or modifications to any of the Property, Lot or Unit owned by it or to the adjacent Common Area, as Declarant deems necessary or appropriate, including but not limited to the creation or removal of interior walls and modifications to plumbing and electrical systems.

14.7 Promotions. The Declarant hereby reserves to itself the right to create promotions for the sale and marketing of the Property, including by way of illustration but not limitation the right to alter the number, type, kind, nature, or features of Lots or Units available.

14.8 Transfer and Impact Fees. Declarant hereby reserves the right to establish and collect transfer and impact fees.

14.9 Options. Declarant hereby reserves the right to grant options to purchase Equity memberships to Lots and Units located in the Parkside Area, which consists of the Parkside and Parkside Estates neighborhoods, and to sell Preferred memberships.

14.10 Interference. Neither the Master Association, Board of Directors, Subassociation or Owner may take any action or adopt any rule or regulation that interferes or diminishes any Development Rights set forth herein, without Declarant's express prior written consent, and any action taken in violation of this subsection shall be null and void and of no force or effect.

14.11 Books and Records. The Books and Records of the Declarant are private, privileged and confidential, and shall not be made available to any Person for inspection, copying or any other purpose, without the express prior written consent of the Declarant.

14.12 Amendment. Section 2.8 may not be modified without the Declarant's express prior written consent in an instrument duly recorded in the Office of the County Recorder.

XV. SECURITY

15. Security. The Master Association may, but shall not be obligated to, maintain or support certain activities within the Project designed to make the Project safer than they otherwise might be. Neither the Declarant nor the Master Association shall in any way be considered insurers or guarantors of security within the Project, however, and neither the Declarant nor the Master Association shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners for themselves and their Permittees acknowledge that neither the Declarant, Master Association or Board of Directors represent or warrant that any fire protection system or burglar alarm system designated by or installed in the Project may not be compromised or circumvented, that any fire protection or burglar alarm systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise nor that fire protection or burglary alarm systems will in all cases provide the detection or protection for which the system is designed or intended. Each Owner for himself and his Permittees acknowledge and understand that the Declarant, Master Association and Board of Directors are not insurers and that each Owner for himself and his Permittees assumes all risks for loss or damage to persons or property within the Project and further acknowledges that Declarant, Master Association and Board of Directors have made no representations or warranties nor has any Owner or Permittees relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems recommended or installed or any security measures undertaken within the Project.

XVI. AMENDMENT

16.1 General. Except as provided elsewhere in this Master Declaration, including by way of illustration but not limitation to sections pertaining to the annexation or withdrawal of land, any amendment to this Master Declaration shall require the affirmative written vote or consent of at least sixty-seven percent (67%) of the Total Votes of the Master 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 Master Association. In such instrument an officer or Director of the Master Association shall certify that the vote required by this Section for Amendment has occurred.

16.2 Initial Declarant Right to Amend. The Declarant alone may amend or terminate this Master Declaration prior to the closing of a sale of the first Lot or Unit.

16.3 Unilateral Right to Amend Under Certain Conditions. Anything to the contrary notwithstanding, this Master Declaration may be amended unilaterally at any time and from time to time by Declarant if such Amendment is (a) necessary to correct typographical errors or inadvertent omissions; (b) 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 (c) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots or Units subject to this Master Declaration; provided, however, any such Amendment shall not materially adversely affect the title to any such Lot or Unit, unless any such Owner shall consent thereto in writing.

16.4 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 Master Declaration for any other purpose; provided, however, any such Amendment shall not materially adversely affect the substantive rights of any Owner, nor shall it adversely affect title to any property without the consent of the affected Owner.

16.5 To Satisfy Requirements of Lenders. Anything to the contrary notwithstanding, Declarant reserves the unilateral right to amend all or any part of this Master Declaration to such extent and with such language as may be requested by a State 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 Master Declaration or approval of the sale of Lots or Units, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot or Unit, or any portions thereof. Any such amendment shall be effected by the recordation by Declarant of an 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 amendatory language 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 Lots or Units and all persons having an interest therein. It is the desire of Declarant to retain control of the Master

Association and its activities during the anticipated period of planning and development. If any amendment requested pursuant to the provisions of hereof deletes, diminishes or alters such control in any manner whatsoever in the opinion of Declarant, Declarant shall have the unilateral right to amend this Master Declaration to restore such control.

16.6 **Declarant's Rights.** No provision of this Master 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.

XVII. DISPUTE RESOLUTION AND LIMITATION ON LITIGATION AGREEMENT TO AVOID COSTS OF LITIGATION

17.1 **General.** The Declarant, Master Association and all Owners subject to this Master Declaration, and any person not otherwise subject to this Master Declaration who agrees to submit to this Section (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the properties at the Project, and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Bound Party covenants and agrees that all claims, grievances or disputes between such Bound Party and any other Bound Party involving properties at the Project, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Master Declaration or the Governing Documents (collectively "Claim"), except for those Exempt Claims authorized under this Section, shall be subject to the procedures set forth herein.

17.2 **Exempt Claims.**

Any Bound Party having an Exempt Claim (as defined below) may submit it to the alternative dispute resolution procedures set forth in this Section, but there shall be no obligation to do so. The following Claims ("Exempt Claims") shall be exempt from the provisions of hereof:

17.2.1 Any suit by Declarant against any Bound Party to enforce the provisions of this Master Declaration or to enforce any of Declarant's developmental rights set forth in this Master Declaration, including any defensive or responsive actions by the party against whom this Master Declaration is taken; Any suit by the Master Association against any Bound Party to enforce the provisions of this Master Declaration, including any defensive or responsive actions by the party against whom this Master Declaration is taken;

17.2.2 Any suit by the Master Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Master Association's ability to enforce the provisions of this Master Declaration, including any defensive or responsive actions by the party against whom this Master Declaration is taken;

17.2.3 Any suit between Owners (other than the Declarant) seeking redress on the basis of a Claim which would constitute a cause of action under the law of the State of Utah in the absence of a claim based on the Governing Documents, if the amount in controversy exceeds \$20,000.00; and

17.2.4 Any suit or enforcement action or exercise of any right or remedy under or in respect of any Mortgage, any indebtedness secured by such Mortgage or any other document or agreement executed in connection with such Mortgage or in respect of any right provided herein with respect to such Mortgage.

17.3 Mandatory Procedures for All Other Claims. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") other than an Exempt Claim, shall not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of such Claim until it has complied with the following procedures:

17.4 **Notice.** The Claimant shall notify each Respondent in writing of the Claim ("Notice"), stating plainly and concisely:

17.4.1 The nature of the Claim, including date, time, location, person involved, Respondent's role in the Claim;

17.4.2 The basis of the Claim (i.e., the provision of the Master Declaration, Governing Documents, or other authority out of which the Claim arises);

17.4.3 What Claimant wants Respondent to do or not to do to resolve the Claim; and

17.4.4 That Claimant wishes to resolve the Claim by mutual agreement with Respondent, and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

17.5 Good Faith Negotiation. Each Claimant and Respondent ("Parties") shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board of Directors may appoint a representative to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the Parties and to the welfare of the Project.

17.6 Final and Binding Arbitration. If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), the Claimant shall have thirty (30) days following Termination of Negotiations to submit the Claim to arbitration in accordance with the Rules of Arbitration maintained on file in the office of the Master Association or the Claim shall be deemed abandoned, and Respondent shall be release and discharged from any and

all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

17.7 Arbitration Award. This constitutes an agreement of the Bound Parties to arbitrate all Claims except Exempt Claims and is specifically enforceable under the applicable Utah arbitration law. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under Utah law.

17.8 Allocation of Costs of Resolving Claims.

17.8.1 Each Party shall bear all its own costs incurred prior to and during the proceedings described herein, including the fees of its attorney or other representative.

17.8.2 Each Party shall share equally in the costs of conducting the arbitration proceeding (collectively, "Arbitration Costs"), except as otherwise provided herein; provided, however, if the Claim is rejected in whole or in part, the Claimant shall pay all Arbitration Costs, including the costs incurred by the Respondent.

17.9 Enforcement of Resolution. If the Parties agree to resolve any Claim through negotiation in accordance herewith and any Party thereafter fails to abide by the terms of such Agreement, or if the Parties agree to accept the Award following arbitration and any Party thereafter fails to comply with such Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth herein. In such event, the party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys fees and court costs.

ARTICLE XVIII: MANAGEMENT OF MASTER ASSOCIATION

18.9 Professional Manager. The Master Association and all of the Subassociations within the Project must be professionally managed by the same professional manager:

18.9.1 Selection and Approval of Professional Manager. The professional manager must be selected or approved by the Master Association; and

18.9.2 Declarant's Consent. During the Period of Declarant's Control, the Declarant must approve the professional manager.

18.9.3 Delegation of Authority and Subcontracts. The Board of Directors may:

18.9.3.1 Delegation. Director some of their management responsibilities to a professional manager; and

18.9.3.2 **Subcontractors.** Employ general laborers, grounds-crew, maintenance personnel, bookkeeping, administrative and clerical workers as necessary to perform their management responsibilities.

18.9.4 **Conflict.** In the event of a conflict of opinion, the decision of the Declarant shall be conclusive, final and binding.

ARTICLE XIX: MONETARY OBLIGATIONS TO CITY

19.10 **Monetary Obligations to City.** Anything to the contrary notwithstanding, the Master Association is responsible for and shall pay the City directly for ("City Debt"):

- 19.10.1 The cost of the pressurized irrigation system; and
- 19.10.2 The cost of the culinary water; and
- 19.10.3 The sanitary sewer fees for the Common Area and Facilities.

If the Master Association fails or refuses to pay the City Debt when due, that amount constitutes a lien on the interest of the Master Association and Owners and Members in the Property, and the City shall be entitled to the benefit of the lien rights expressed in Article XI above.

XII. MISCELLANEOUS

19.1 **Covenants to Run with Land.** This Declaration and all of the covenants, provisions, and requirements hereof are intended to be and shall constitute covenants running with the land or equitable servitudes, and shall be binding upon and shall inure to the benefit of the parties to this Declaration and any other party which has, acquires, or comes to have any interest in the property or which occupies or uses the Property and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. This Declaration and all of the covenants, provisions, and requirements hereof shall be binding upon each Owner, Lot, Unit and property in the Project. All real property interests in the Project shall be subject to this Master Declaration and all of such covenants, provisions, and requirements. Each Person by virtue of accepting a deed or other document of conveyance to, or the possession of any Unit or Lot, or using the property, hereby consents and agrees to be subject to and bound by this Master Declaration and all of the conditions, covenants, restrictions, easements, provisions and requirements hereof.

19.2 **Partial Invalidity.** The invalidity or unenforceability of any portion of the Declaration shall not affect the validity or enforceability of the remainder hereof, and if any provision of this Declaration or the application thereof to any party to this Declaration, or circumstances should to any extent be invalid, the remainder of this Declaration or the application of such provision to any party to this Declaration, or circumstances other than those

as to which a holding of invalidity is reached shall not be effected thereby (unless necessarily conditioned or dependent upon the provisions or circumstances as to which a holding of invalidity is reached), and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

19.3 Effective Dates and Duration. This Declaration and all of the provisions hereof (except any provisions which by their terms may cease to be effective at an earlier time) shall remain effective for a term of fifty (50) years, unless sooner terminated and extinguished by a written Termination of Declaration filed with the Utah County Recorder, and executed by all of the parties hereto. At the expiration of the initial term, the Declaration shall renew itself for additional ten (10) year periods unless terminated by the unanimous consent of all of the parties hereto.

19.4 Captions. The captions or headings which precede the paragraphs of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed.

19.5 Construction. Whenever the context or circumstance so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders.

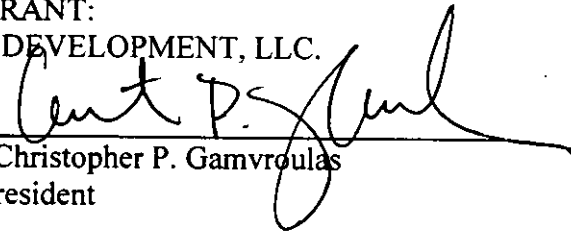
19.6 Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah.

19.7 Enforcement and Attorneys Fees. In the event of a material violation of this document, the Manager, Board of Directors or an aggrieved Owner may bring an action for injunctive relief or damages. If this agreement is referred to an attorney for interpretation or enforcement, the prevailing party shall be entitled to recover his reasonable attorneys fees and costs, regardless of whether arbitration is commenced or a lawsuit is filed.

19.8 Registered Agent. The initial registered agent of the Master Association is Christopher P. Gamvroulas. The initial registered office of the Master Association is at 978 East Woodoak Lane, Salt Lake City, Utah 84117.

DATED this 9 day of December, 2009.

DECLARANT:
IVORY DEVELOPMENT, LLC.

By: 
Name: Christopher P. Gamvroulas
Title: President

ACKNOWLEDGMENT

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 9 day of December, 2009 by Christopher P. Gamvroulas, the President of IVORY DEVELOPMENT, LLC., a Utah limited liability company, and said Christopher P. Gamvroulas duly acknowledged to me that said IVORY DEVELOPMENT, LLC executed the same.

Birk R. Wolfgramm

NOTARY PUBLIC

Residing at:
My Commission Expires: *10-8-11*

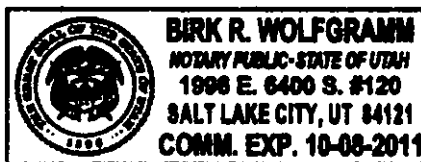


EXHIBIT "A"
LEGAL DESCRIPTION

The land described in the foregoing document as the Property is located in Utah County, Utah and is described more particularly as follows:

- Ivory Ridge Plat A, Lots 1 through 5, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.
- Clubview At Ivory Ridge Plat A, Lots 101 through 152, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.
- Clubview At Ivory Ridge Plat B, Lots 201 through 241, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.
- Clubview Towns At Ivory Ridge Plat A, Lots 1 through 66, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.
- Clubview Towns At Ivory Ridge Plat B, Lots 67 through 110, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.
- The Walk At Ivory Ridge Plat A, Lots 1 through 50, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.
- The Walk At Ivory Ridge Plat B, Lots 51 through 78, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.
- Parkside At Ivory Ridge Plat A, Lots 101 through 126, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.

EXHIBIT "B"

**BYLAWS OF THE
IVORY RIDGE MASTER ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

Section 1.01 Name and Location. The name of the association is the Ivory Ridge Master Association (the "MHOA"). The principal office of the corporation shall be located at 978 East Woodoak Lane, Salt Lake City, UT 84117, but meetings of Members and Directors may be held at such places within the State of Utah, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 2.01 Definitions. Except as otherwise provided herein or as may be required by context, all terms defined in Paragraph 1 of the Declaration shall have such defined meanings when used in these Bylaws.

**ARTICLE III
MEETINGS OF MEMBERS OF THE ASSOCIATION**

Section 3.01 Annual Meeting. The Association shall meet as often as it deems reasonably necessary but not less than annually at a convenient time and place.

Section 3.02 Special Meetings. Special meetings of the Members of the Master Association may be called at any time by the President or by a majority of the Directors.

Section 3.03 Notice of Meetings. Written notice of each meeting of the Master Association shall be given to each Director by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to said Director addressed to the Director's address last appearing on the books of the Master Association, or supplied by such Director to the Master Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.04 Quorum. Those Members present in person or by proxy shall constitute a quorum.

Section 3.05 Proxies. At all Master Association meetings, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall expire, if not previously revoked, six months after the date it is given by the Member.

Section 3.06 Action Taken Without a Meeting. The Association shall have the right to take any action in the absence of a meeting which it could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Association.

ARTICLE IV BOARD OF DIRECTORS AND TERM OF OFFICE

Section 4.01 Number. The affairs of the Master Association shall be managed by a Board of Directors comprised of at least three (3) and no more than nine (9) individuals.

Section 4.02 Replacement. If a Director resigns or is otherwise unable or unwilling to serve, then the remaining Directors shall appoint a replacement to complete his term of office.

Section 4.03 Term of Office. Each Director shall serve a term of two (2) years; provided, however, for purposes of continuity at the first meeting of the Master Association following the Period of Declarant's Control, four (4) Directors shall be elected for a one (1) year term and five (5) Directors shall be elected for a two (2) year term. Thereafter, all Directors shall be elected to serve a two (2) year term.

Section 4.04 Compensation. No Director shall receive compensation for any service he may render to the Master Association as a member of the Board of Directors, although he may be reimbursed for his actual expenses incurred in the performance of his duties and may enter into an independent contract to provide other services.

Section 4.05 Meetings. The Board of Directors shall meet as often as it deems reasonably necessary but not less than annually at a convenient time and place.

Section 4.06 Action Taken Without a Meeting. The Board of Directors shall have the right to take any action in the absence of a meeting which it could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

Section 4.07 Voting. Each Director shall have one vote for each Lot or Unit in the Voting Group based upon the percentages of ownership interest as set forth in the Declaration.

Section 4.08 Managing Member. During the Period of Declarant's Control, the Declarant hereby reserves to itself and is hereby granted the unilateral right to appoint an individual to act as the attorney-in-fact for the Board of Directors and in its name, place, and stead, and on its behalf, and for its use and benefit (the "Managing Member"),

including by way of illustration but not limitation the right, power and authority to exercise or perform any act, power, duty, right, or obligation whatsoever that the Board of Directors now has, or may hereafter acquire the legal right, power, or capacity to exercise or perform in connection with, arising from, or relating to any person, item, transaction, thing, business property, real or personal, tangible or intangible, or matter whatsoever. This reservation and grant is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it, limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to said Managing Member.

ARTICLE V POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 5.01 Powers. The Master Association shall have all of the powers of a Utah non-profit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this Declaration. The Master Association shall have the power to perform any and all lawful acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Master Association. Without in any way limiting the generality of the foregoing, the Master Association may act through its Board and shall specifically have the powers and duties set out in this Article V, including

Section 5.01.1 Assessments. The power and duty to levy Master Assessments on the Members, and to enforce payment of such assessments in accordance with the provisions of Article VI hereof.

Section 5.01.2 Master Association Property. The right to own and/or lease the Master Association Property and the duty to maintain and manage the Ivory Ridge Shared Amenity and all facilities and improvements thereon subject to Master Association control and all other property acquired by the Master Association. In particular the Master Association shall:

5.01.2.1 Maintain and repair in an attractive, safe and functional condition the Common Area and Facilities;

5.01.2.2 Pay all taxes and assessments levied upon the Common Area and Facilities and all taxes and assessments payable by the Master Association;

5.01.2.3 Obtain any water, sewer, gas and electric services needed for the Common Area and Facilities;

5.01.2.4 Contract for the management and operation of the Swimming Pool and Tennis Club; and

5.01.2.5 Do each and every other thing reasonable and necessary to operate the Common Area and Facilities and the Master Association.

ARTICLE VI OFFICERS AND THEIR DUTIES

Section 6.01 Enumeration of Officers. The officers of the Master Association shall be a president and secretary, plus such other officers as the Board of Directors may from time to time by resolution create. The same individual may not hold the office of president and secretary at the same time. The officers need not be Directors.

Section 6.02 Election of Officers. The Board of Directors shall elect or appoint officers at the first meeting of the Board of Directors during each calendar year.

Section 6.03 Term. Each officer of the Master Association shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 6.04 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Master Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

Section 6.05 Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.06 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6.07 President. The president shall (a) preside at all meetings of the Board of Directors, (b) see that orders and resolutions of the Board of Directors are carried out and (c) sign all contracts.

Section 6.08 Secretary. The secretary shall (a) record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Master Association, (b) keep the corporate seal of the Master Association and affix it on all papers requiring said seal, (c) serve notice of meetings of the Board of Directors and of the Master Association, (d) keep appropriate current record showing the Members of the Master Association together with their addresses and (e) perform such other duties as may be required by the Board of Directors.

**ARTICLE VII
SUBCOMMITTEES**

Section 7.01 Committees. The Board of Directors may appoint such subcommittees as deemed appropriate in carrying out its purpose.

**ARTICLE VIII
BOOKS AND RECORDS**

Section 8.01 Books and Records. The books and records shall be kept with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Project, specifying the maintenance, repair and any other expenses incurred. The books and records, including any invoices, receipts, bills, proposals, documents, 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 Committee for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices.

Section 8.02 Signatures. The Board of Directors shall determine who must sign checks, drafts, contracts, and legally binding agreements.

Section 8.03 Bookkeeping. The accounting and financial statements for Master Association must be kept and prepared by the property manager, an independent bookkeeper, or an independent accountant, who may not be a member of the Board of Directors or an officer of the Master Association. The accountant or bookkeeper shall prepare and file all tax returns for the Master Association.

Section 8.04 Audit. Either a majority vote of the Directors or a majority vote of the Total Votes of the Master Association is necessary and sufficient to require either a Compilation Report, Reviewed Statement or Audited Statement of the Master Association, which shall be considered a Master Common Expense.

**ARTICLE IX
AMENDMENTS**

Section 9.01 Amendment to Bylaws. These Bylaws may only be amended as follows: (a) Unilaterally by the Declarant during the Period of Declarant's Control; and (b) thereafter by the unanimous vote of all of the Members.

Section 9.02 Conflict Between Articles, Bylaws and Declaration. In the case of any conflict between the Articles and these Bylaws, the Articles shall in all respects govern and control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall in all respects govern and control.

**ARTICLE X
MISCELLANEOUS**

Section 10.01 Fiscal Year. The fiscal year of the Master Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 10.02 Partial Invalidity. The invalidity or unenforceability of any portion of the Bylaws shall not affect the validity or enforceability of the remainder hereof, and if any provision of these Bylaws or the application thereof to any party to these Bylaws, or circumstances should to any extent be invalid, the remainder of these Bylaws or the application of such provision to any party to these Bylaws, or circumstances other than those as to which a holding of invalidity is reached shall not be effected thereby (unless necessarily conditioned or dependent upon the provisions or circumstances as to which a holding of invalidity is reached), and each provision of these Bylaws shall be valid and enforceable to the fullest extent permitted by law.

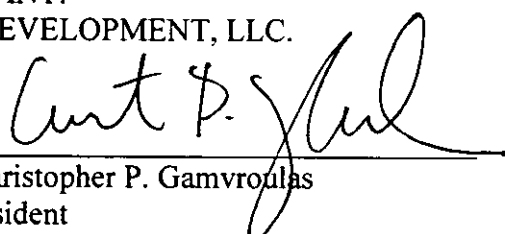
Section 10.03 Captions. The captions or headings which precede the paragraphs of these Bylaws are for convenience only and shall in no way affect the manner in which any provision hereof is construed.

Section 10.04 Construction. Whenever the context or circumstance so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders.

Section 10.05 Governing Law. These Bylaws shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the undersigned Declarant hereunto sets its hand this 9TH day of December, 2009.

DECLARANT:
IVORY DEVELOPMENT, LLC.

By: 
Name: Christopher P. Gamvroulas
Title: President

