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55-689-0001 thru 0050  
55-729-0051 thru 0078

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, DONDITIONS,  
RESTRICTIONS, AND EASEMENTS  
FOR  
THE WALK AT IVORY RIDGE**

**LOCATED IN UTAH COUNTY, UTAH**

**AFTER RECORDING PLEASE RETURN TO:**

**Ivory Development, LLC  
Brad Mackay  
3340 North Center Street  
Lehi, UT 84043-7406  
(801) 331-6000**

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
THE WALK AT IVORY RIDGE,  
a part of the Ivory Ridge Planned Community Development**

This Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for The Walk at Ivory Ridge (the "Declaration") is executed by Ivory Development, LLC, a Utah limited liability company, of 3340 North Center Street, Lehi, UT 84043-7406 (the "Declarant").

**RECITALS**

A. The Declaration of Covenants, Conditions and Restrictions for Clubview Towns at Ivory Ridge Plat A was recorded in the office of the County Recorder of Utah County, Utah on November 21, 2006 as Entry No. 156291:2006 at Pages 1-53 of the official records (the "Clubview Towns Declaration").

B. To submit The Walk at Ivory Ridge to the Clubview Towns Declaration a document entitled "Second Supplement to the Declaration of Covenants, Conditions and Restrictions for The Walk at Ivory Ridge Plat A" was recorded in the office of the County Recorder of Utah County, Utah on May 9, 2008 as Entry No. 55168:2008 at Pages 1-4 of the official records (the "Walk Declaration").

C. The Declarant desires to (i) remove The Walk at Ivory Ridge from the Clubview Towns Declaration, (ii) establish The Walk at Ivory Ridge as a separate, independent and stand alone neighborhood and subassociation, and (iii) amend and restate the "Walk Declaration".

D. The Tract is an area featuring unique and distinctive terrain;

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

F. This Declaration affects that certain real property located in the City of Lehi in Utah County, Utah described with particularity in Article II below (hereinafter referred to as the "Tract").

G. Declarant is the owner of the Tract, except as noted in the Exhibits and the affirmative consents of those Owners are attached.

H. The Tract is subject to and bound by the Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Ivory Ridge recorded in the official records of the County Recorder of Utah County, Utah on November 14, 2006 as Entry No. 152736:2006 ( the "Master Declaration").

I. Declarant has constructed or is in the process of constructing upon the Tract a planned Community development which shall include certain Buildings, Lots, Common Areas and Facilities, and other improvements. The construction will be completed in accordance with the plans contained in the Plat Map to be recorded concurrently herewith.

J. Declarant intends to sell to various purchasers the fee title to the individual Units contained in the Tract, together with an appurtenant undivided ownership interest in the Common Areas and Facilities, subject to the Plat Map, Declaration and Master Declaration.

K. Declarant desires, by filing this Declaration and Plat Map, to submit the property and all improvements now or hereafter constructed thereon to the provisions, covenants, conditions, restrictions and easements set forth herein and in the Master Declaration.

L. The Tract is to be known as "The Walk at Ivory Ridge."

M. Since the completion of the Tract may be in phases, the completed Project will consist of the original phase and all subsequent phases.

### **COVENANTS, CONDITIONS, AND RESTRICTIONS**

NOW, THEREFORE, for the reasons recited above, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Declarant hereby removes and withdraws The Walk at Ivory Ridge from the Clubview Towns Declaration and hereby subjects The Walk at Ivory Ridge to this Declaration, to wit:

#### **I. DEFINITIONS**

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated. Terms defined in the Master Declaration shall have the same meaning as set forth therein unless the context clearly requires otherwise. In the event of any conflict between the definitions set forth in the Master Declaration and the definitions set forth herein, the former shall in all respects govern and control.

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

2. The term Additional Land shall mean and refer to additional real property subject to Declarant's unilateral right of annexation, including by way of illustration but not limitation the real property more particularly described in Exhibit "C" attached hereto and incorporated herein by this reference.

3. The term Architectural Review Committee shall mean the person or persons appointed to review the designs, plans, specifications, homes, architecture, fencing, and landscaping within The Walk at Ivory Ridge Neighborhood (the "ARC").

4. The term Area of Common Responsibility shall mean and refer to the area for which the Association is responsible and shall maintain, repair, replace, administer and regulate, including the Common Area and Facilities.

5. The term Area of Personal Responsibility shall mean and refer to the Unit and any other area or improvement which is privately owned and/or for which the Owner is responsible to maintain, repair and replace.

6. The term Articles of Incorporation shall mean and refer to the Articles of Incorporation of The Walk at Ivory Ridge Association on file or to be filed with the Utah Department of Commerce.

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

8. The term Association shall mean and refer to the association of Owners at The Walk at Ivory Ridge Neighborhood taken or acting as a group in accordance with this Declaration.

9. The term Building shall mean and refer to any of the structures constructed in the Tract.

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

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

12. The term City shall mean and refer to the City of Lehi in Utah County, Utah.

13. Common Area and Facilities shall mean and refer to all real property in the Tract owned in common by the Unit Owners including but not limited to the following items:

(a) The real property and interests in real property submitted hereby, including the entirety of the Tract and all improvements constructed thereon, excluding the individual Units.

(b) All Common Areas and Facilities designated as such in the Plat Map;

(c) Any Common Areas designated as such in the Plat Map for the exclusive use of a Unit or Units;

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

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

(f) All portions of the Tract not specifically included within the individual Units; and

(g) All other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Property owned by the Association for the common benefit of its Members.

Provided, however, utility installations such as telephone, electricity, gas, water, and sewer may be dedicated to the City and, if so, this definition shall not be construed to allow the Association to exclude the City from the ownership and control of the utility systems so dedicated.

14. The term Common Expense shall mean and refer to:

(a) All sums lawfully assessed against the Owners;

(b) Expenses of administration of the MHOA, the Association, and the maintenance, repair or replacement of the Common Area and Facilities particular to The WALK at Ivory Ridge Neighborhood and not covered by the Master Operating Expenses;

(c) Expenses allocated by the MHOA or Association among the Owners;

(d) Expenses agreed upon as common expenses by the MHOA or the Association;

(e) Expenses declared common expenses by the Master Declaration or this Declaration; and

(f) The Association's share of the Master Operating Expenses.

15. The term Declaration shall mean and refer to this Declaration of Covenants, Conditions, Restrictions, and Easements for Walk at Ivory Ridge, a planned community development.

16. The term Declarant shall mean and include Ivory Development, LLC and any person or persons who might acquire title from it to all or some of the unsold Units or Memberships 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 Units or Memberships 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 and 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.

17. The term Dedicated Streets shall mean and refer to those streets and cul-de-sacs within The Walk at Ivory Ridge Neighborhood formally dedicated to the City or any other municipal or governmental body politic, entity or agency.

18. The term Delegate shall mean and refer to the voting representative of each Member of the Association, including the representative of The Walk at Ivory Ridge Neighborhood.

19. 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 Tract.

20. The term Dwelling or Dwelling Unit shall mean and refer to a dwelling, home or living Unit.

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

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

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

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

25. The term Guest shall mean and refer to a family member, guest, invitee, licensee, and any person or occupant of an Owner.

26. The term Improvement shall mean and refer to any physical change or addition to the Land to make it more valuable.

27. The term Individual Charge shall mean and refer to a charge levied against an Owner, Guest or Permittee for all expenses resulting from the act or omission of such Person, excepting the Owner's failure to pay any Assessment.

(a) The act or negligence of any Guest or Permittee shall be deemed to be the act or negligence of the Owner responsible for such Person.

(b) Individual Charges shall include, by way of illustration but not limitation, any expense resulting from the act or omission of any Owner, Guest or Permittee including:

(1) The cost of individual services, lessons, training and so forth requested by such Person during his use of the Swim and Tennis Club;

(2) The cost to repair any damage to any portion of the Tract, Swim and Tennis Club or to repair or replace any Club Furnishings on account of loss or damage caused by such Person; or

(3) The cost to satisfy any expense to any other Owner or Owners or to the MHOA, a Neighborhood Association or the Club Advisory Committee due to any intentional or negligent act or omission of such Person, or resulting from the breach by such Person of any provisions of the Project Documents or the Swim Club Membership Agreement; and

(4) 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 Owner, Guest or Permittee which the MHOA, Club Advisory Committee or Club Manager 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.

While Individual Charges are not Assessments, they are secured by a lien in the same manner as Assessments, as set forth below. The Association also shall have all other remedies, both legal and equitable, described in the Project Documents available against any Owner for nonpayment.

28. The term Land shall mean and refer to all of the real property subject to this Declaration or if the context clearly requires the Master Declaration.

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

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

31. The term Lot shall mean and refer to a separate physical part of the Property intended for independent use, identified herein and on the Plat Map as a "Unit." Each Lot shall be assigned a separate "parcel" or tax identification number by the appropriate governmental agency.

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

33. The term Management Committee shall mean and refer to governing board of the Association and may also be known as the Board of Directors.

34. The term Manager shall mean and refer to the professional Person appointed or hired by the MHOA to manage and operate the Tract, including The Walk at Ivory Ridge Neighborhood, and/or assist in the administration of the MHOA and Association.

35. The term Master Assessment shall mean and refer to the charge for maintenance, repair, replacement, operation and administration assessed each Owner and/or Unit by the MHOA to pay the Master Operating Expenses, and shall include an amount to fund an adequate reserve fund or funds.

36. The term Master Association or MHOA shall mean and refer to the master association consisting of the Declarant, Ivory Ridge Commercial Association, the Lofts at Ivory Ridge Association, Walk at Ivory Ridge Association, Walk Towns at Ivory Ridge Association, and any other Neighborhood Association acting as a group in accordance with the Master Declaration.

37. The term Master Declaration shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for the Ivory Ridge Properties and the Swim and Tennis Club.

38. The term Master Operating Expenses shall mean and refer to the common expenses of maintaining, repairing, replacing, and operating the Common Area and Facilities, Swim and Tennis Club, and administering the MHOA.

39. The term Mortgage shall mean and refer to any mortgage, deed of trust or other security instrument (including the seller's rights under a contract for deed) by which a 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 Unit, or any part thereof or interest therein.



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

41. The term Neighborhood shall mean and refer to any residential, commercial or recreational area within the Tract which is designated as a Neighborhood, whether or not governed by a Neighborhood Association. By way of illustration and not limitation, a Neighborhood of townhomes, single family residences, condominium/apartment Units, cluster homes, and/or swim and tennis club might each be designated as a separate Neighborhood, or may be combined as one Neighborhood. A Neighborhood may be comprised of more than one housing type. In addition, a parcel of land intended for development as any of the above may constitute a Neighborhood, subject to division into more than one Neighborhood upon development. For example, the Ivory Ridge Properties, to wit: the Ivory Ridge Commercial, The Lofts at Ivory Ridge, Walk at Ivory Ridge and Walk Towns at Ivory Ridge constitute and are designated as Neighborhoods. Other Neighborhoods may be added by the Declarant from time to time. Where the context requires it the Neighborhood Association acting as a group in accordance with its declaration may be considered a Neighborhood.

42. 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.

43. The term Owner shall mean and refer to a Person who is the owner of a fee or an undivided fee interest in a Unit, 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.

44. The term Period of Declarant's Control shall mean and refer to the period of time during which there is Class B voting.

45. The term Permittee shall mean a tenant, resident occupant, visitor, guest, invitee or family member.

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

47. The term Plat Map or Plat Map shall mean and refer to The Walk at Ivory Ridge Plat Map, the official map of The Walk at Ivory Ridge Neighborhood as approved by the City and on file in the Office of the County Recorder.

48. The term Private Street, Road, Cul-de-sac, Way or Drive shall mean and refer to those streets, roads, cul-de-sacs, ways, drives or turnabouts within The Walk at Ivory Ridge Neighborhood not dedicated to the City or any county, state, or other governmental body politic, entity or agency.

49. The term Project shall mean and refer to not just The Walk at Ivory Ridge Neighborhood but all of the real property as shown on the Master Plat, unless the context clearly requires otherwise.

50. The term Project Documents shall mean and refer to the Master Declaration, Bylaws, Rules and Plat Map; this Declaration, Bylaws, Rules and Walk at Ivory Ridge Plat Map, and Articles of Incorporation.

51. The term Property shall mean and refer to all of the land or real estate, improvements and appurtenances comprising The Walk at Ivory Ridge Neighborhood submitted to this Declaration.

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

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

54. The term Resident shall mean and refer to any person living or staying at The Walk at Ivory Ridge Neighborhood. This includes but is not limited to natural person or persons residing in the Dwelling.

55. The term Single Family shall mean and refer to one of the following: (a) a single person, (b) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, and an additional person or persons as a caretaker or as domestic help, or (c) a group of not more than three unrelated persons who maintain a common household to be distinguished from a group occupying a boarding house, club, fraternity or hotel.

56. The term Single Family Residence shall mean and refer to (a) both the architectural style of a Dwelling Unit and the nature of the residential use permitted; and (b) a Unit in The Walk at Ivory Ridge Neighborhood as shown on the Plat Map, which shall include fee title to the Unit on which the Dwelling is located, an undivided interest in the use of the Common Area and Facilities, and a Membership, subject to the Master Declaration.

57. The term Total Votes of the Association shall mean and refer to the total number of votes appertaining to all Units at The Walk at Ivory Ridge.

58. The term Townhouse shall mean and refer to a residential Unit as shown on the Plat Map, with or without walls or roofs in common with other single family dwellings and which shall include fee title to the real property lying directly below said single family dwelling and an undivided interest in the Association and corresponding use of the Common Area and Facilities, and a Membership, subject to the Master Declaration.

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

60. The term Unit shall mean and refer to a separate physical part of the Property intended for independent use, including one or more rooms or spaces located in one or more floors or part or parts of floors in a building. Mechanical equipment and appurtenances located within any one Unit, or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Unit; so shall all decorated surfaces of interior walls, floors and ceilings, including but not limited to all paint, wallpaper, wall coverings, windows and window frames, doors and door frames, trim, carpeting, tile and linoleum. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Unit or serving only the Unit, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Unit, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the Building within which the Unit is located shall be deemed to be part of the Unit. Where the context clearly requires, the term "Unit" may refer to a Lot or a unit of Membership.

61. The term Unit Type, Unit Type or Membership Type shall mean and refer to the designated type, nature, style, model, size and/or configuration of a Lot, Unit or Membership, as set forth herein or on the Plat Map.

62. The term Use Restrictions shall mean and refer to the rules, regulations and use restrictions described with particularity in Article 8 below and the Membership contract or agreement, as they may be modified, amended, repealed, canceled, limited, withdrawn or expanded from time to time.

63. The term Walk Towns at Ivory Ridge shall collectively and severally refer to The WALK at Ivory Ridge Neighborhood.

64. The term Walk Towns at Ivory Ridge Plat Map shall mean and refer to Plat Map for The WALK at Ivory Ridge Neighborhood or the Property on file in the Office of the County Recorder.

## **2. Submission to Ownership in Planned Community Development.**

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

All present and future Owners, tenants, visitors, Mortgagees, and occupants of Units shall be subject to, and shall comply with the provisions of this Declaration.

Acceptance of a deed of conveyance, or the entering into a lease, or the entering into occupancy of any Unit or accepting a mortgage on one of the Units, shall constitute an agreement that the provisions of the Declaration, and amendments thereto, are accepted and ratified by such Owner, tenant, Mortgagee, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, or lease thereof.

### **3. The Buildings and Facilities.**

(a) Plat A, Phase 1 of The Walk, consists of 12 Buildings and 50 Townhome Units, numbers 1-50, inclusive, as shown on the final Plat A Map.

(b) Plat B, Phase 2 of The Walk, consists or will consist of 6 Buildings and 28 Units, numbered 51-78, inclusive, as shown on the final Plat B Map.

(c) All details involving the description and location of the Townhome Units and other like details are shown on the Plat Map.

(d) Common Areas consist or will consist of landscaped areas, common parking spaces and driving lanes, and all other common elements as denoted on the Plat Map.

(e) All building exterior maintenance and upkeep costs are the responsibilities of the owner. However, the HOA will manage the repair or maintenance of the building to ensure the overall consistency and quality of the neighborhood. The HOA will assess the individual homeowner for their proportional share of the cost of any repairs or changes to the building.

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

(a) In addition to a fee simple interest in an Unit, each Owner owns an equal undivided fee simple interest in the Common Areas. Such undivided interests in the Common Areas are hereby declared to be appurtenant to the respective Units. The percentage of ownership in the Common Areas shall be used for all purposes, including, but not limited to, voting and assessment for Common Expenses.

(b) Title to an Unit may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Utah.

(c) No part of the Common Areas associated with an Unit or of the legal rights comprising ownership in Common Areas may be separated from any other part thereof. Each Unit, the undivided interest in the Common Areas, shall always be conveyed, devised, encumbered, and otherwise affected only together and may never be separated from one another.

(d) Common Area and Facilities shall be owned in common by all the Owners in the Project, and no Owner may bring any action for partition thereof.

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

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

(g) Each Owner hereby appoints the Management Committee as his agent, to have access to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas making emergency repairs therein necessary to prevent damage to the Common Areas or to another Unit. The Management Committee shall also have such right independent of any agency relationship. Damage to an Unit resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs at the insistence of the Management Committee or an Owner shall be a Common Expense; provided however, that if such damage is the result of negligence of the Owner of an Unit, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the Property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Management Committee by assessment as provided herein.

(h) Each Owner shall have a right of ingress and egress over, upon and across the Common Areas necessary for access to his/her Unit. Each Owner shall have a right to the horizontal and lateral support of an Unit, and such rights shall be pertinent to and pass with the title to each Unit.

(i) The Management Committee shall have a non-exclusive easement to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain storage and maintenance facilities in Common Areas for use by the Management Committee.

(j) Easements are reserved throughout the Property as may be required for utility services.

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

#### **5. Description and Conveyance of an Unit.**

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

UNIT NO. \_\_\_\_\_, as shown in the Declaration and on the Plat Map for "THE WALK AT IVORY RIDGE," PHASE \_\_\_\_\_, appearing in the records of the County Recorder of Utah County, Utah, together with an undivided interest in and to the Common Area and Facilities, as the same are established and identified in the Declaration and Map referred to above.

SUBJECT TO: The Master Declaration and Master Plat; all liens for current and future assessments and charges imposed or levied pursuant to the Declaration of Covenants, Conditions, Restrictions, and Easements for The WALK at Ivory Ridge; mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record; all easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Plat Map or otherwise existing; an easement for every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-

described tract; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

Such description shall be construed to describe the Unit, together with the appurtenant undivided interest in the Common Area and Facilities, and to incorporate all the rights and limitations incident to such ownership contained in this Declaration, in the By-Laws, and in any Rules and Regulations.

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

#### **6. Management Committee Rights and Obligations.**

(a) The business, property and affairs of the Association shall be managed by a Management Committee composed of three (3) natural persons. Until the first regular meeting of the Association is held pursuant after the termination of the Declarant's Period of Control, the Declarant alone shall be entitled to select the three (3) members of the Management Committee. In the event a Committee seat which was filled by Declarant becomes vacant, Declarant shall have the right to select a replacement member to sit on the Committee for the balance of the term associated with the vacated seat. In all other cases of vacancy the remaining Committee members shall elect a replacement as provided in the By-Laws.

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

(c) The Management Committee shall have the rights and obligations set forth in the By-Laws.

(d) The Management Committee shall be responsible for the exclusive management and control of the Common Area and Facilities, and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Management Committee shall be responsible for repair or replacement of Common Area and Facilities and shall have the exclusive right to contract for all goods, services, and insurance payments which are made for such repairs or replacement. The cost of such management, operation, maintenance, and repair by the Management Committee shall be a Common Expense.

(e) The Management Committee may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Management Committee shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly

by the Management Committee or by any person or entity with whom or which it contracts. The Management Committee may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property; the enforcement of this Declaration, the By-Laws, or any Rules and Regulations. The Management Committee may arrange with others to furnish lighting, water, snow removal, grounds maintenance and other common services. The cost of such services shall be borne as provided in paragraph 7 of this Declaration and in the By-Laws.

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

(g) The Management Committee may make Rules and Regulations governing the use of Unit and of the Common Area and Facilities, which Rules and Regulations shall be consistent with the rights and duties established in this Declaration.

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

(i) During the Period of Declarant's Control, the Management Committee shall have a Managing Member. The initial Managing Member shall be Christopher P. Gamvroulas who shall serve in this capacity until his successor is appointed by the Declarant. The Managing Member is hereby appointed as the agent of and attorney-in-fact for the Management Committee, and is hereby granted the right, power and authority to act unilaterally on its behalf and in behalf of the Association, anything to the contrary notwithstanding. This office and agency shall expire automatically upon the termination of the Period of Declarant's Control.

## **7. Assessments.**

(a) Declarant, for each Unit owned by him within the Property, hereby covenants, and each Owner of any Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed, shall hereby covenant and agree with each other and with the Association to pay to the Association, for the purposes provided in this Declaration, all assessments, all special assessments, and other fees as provided in this Declaration, the By-Laws, or Rules and Regulations. Payments shall be due on the first day of the month and considered late if received after the tenth day of the month. A late fee in an amount determined by the Management Committee may be charged.



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

(c) Each Unit shall be separately metered for gas and electricity. Costs of gas and electric service shall be paid by the individual Owners. Water and sewer for individual Units shall be separately metered and costs shall be paid by the individual Owners. Water, garbage, and electricity for Common Area and Facilities may be metered separately or in combination with individual Units.

(d) Expenses attributable to the Common Areas and Facilities as a whole shall be apportioned among all Units in proportion to their respective undivided interests in the Common Area and Facilities. For this purpose Declarant shall be considered to own only the undivided interest in Common Areas based upon Units not conveyed by Declarant.

(e) Annual assessments shall be made on a calendar year basis. The Management Committee shall give written notice of each annual assessment with respect to an Unit not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year. The first annual assessment shall be for the balance of the calendar year remaining after the date fixed by the Management Committee. Each annual assessment shall be due and payable in monthly installments on the first day of each and every month and no separate notices of such monthly installment shall be required. Each monthly assessment shall bear interest at a rate determined by the Management Committee from the date it becomes due and payable if not paid within thirty (30) days after such date.

(f) In addition to annual assessments, the Management Committee may levy in any assessment year a special assessment, payable over such a period as the Management Committee may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Property or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This paragraph shall not be construed as an independent source of authority for the Management Committee to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other paragraphs of this Declaration. Any amounts assessed pursuant hereto shall be assessed to the Owners in proportion to their respective undivided interest in Common Areas. Notice in writing of the amount of such special assessments and the time for their payment shall be given

promptly to the Owners. Payment shall be due on the dates and in the manner provided in the notice. Any special assessment or part thereof shall bear interest at the rate of eighteen (18) percent per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

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

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

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

(j) An encumbrancer holding a lien on an Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Management Committee with respect to such lien, including priority.

(k) The Management Committee shall report to any encumbrancer of an Unit any unpaid assessments remaining unpaid for longer than ninety (90) days after the same shall have become due; provided however, that such encumbrancer first shall have furnished to the Management Committee written notice of such encumbrance.

(l) The amount of any annual or special assessment against any Unit shall be the personal obligation of the Owner thereof to the Association. Suit to recover a judgment of such personal obligation shall be maintainable by the Management Committee without foreclosing or waiving the lien securing the same. No Owner may void or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of an Unit.

(m) Upon payment of a reasonable fee not to exceed ten dollars (\$10) and upon written request of any Owner, or any Mortgagee, prospective Mortgagee or prospective purchaser of an Unit, the Management Committee shall issue a written statement setting forth the amount of unpaid assessments, if any, with respect to such Unit; the amount of the current yearly assessment and the portion thereof which has theretofore been paid; and credit for advanced payments or prepaid items. Such statement shall be conclusive upon the Management Committee in favor of persons who rely thereon in good faith. Unless such request for a statement of account

shall be complied with within ten (10) days, all unpaid assessments which become due prior to the making of such request shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such a request, both the lien and unpaid assessments and the personal obligations of the purchaser shall be released automatically if the statement is not furnished within ten (10) days, and that purchaser subsequently acquires the Unit.

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

(o) The Management Committee may elect to (a) terminate utilities and the right to use amenities for non-payment of Assessments and/or (b) collect rents directly from a renter if the Unit Owner who is renting the Unit fails to pay any Assessment for a period of more than 60 days after it is due and payable,

(p) Anything to the contrary notwithstanding, any first mortgagee who obtains title to a 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 mortgage, 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 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 Unit for its share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the trustor or mortgagor the amounts paid by the grantee.

## **8. Use of Units.**

(a) Each Unit is intended and restricted to be used for residential use. No Unit shall be used except for residential purposes for a single family. Each Owner shall have and enjoy the privileges of fee simple ownership of his Unit. There shall be no requirements concerning who may own a Unit, it being intended that they may and shall be owned as any other property rights by any Person. The Project shall be used only for residential purposes, except as expressly set forth below, and the Common Areas and Facilities shall only be used in a manner consistent with the residential nature of the Project.

(b) There shall be no obstruction of Common Areas by Owners and/or their guests without the prior written consent of the Management Committee. The Management Committee may, by Rules and Regulations, prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all Owners or protecting the Units or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Management Committee, except as specifically provided herein.

Nothing shall be altered on, constructed in, or removed from the Common Areas except upon the prior written consent of the Management Committee. Owners of Units may designate the use as either "Reserved" or "Customer" of three parking stalls as designated for each Unit as shown in "Exhibit B".

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

(d) Each Owner shall keep the exterior of his Unit in a clean, sanitary and attractive condition, and good state of repair.

(e) No Owner shall violate the Rules and Regulations as adopted from time to time by the Management Committee.

(f) No alterations, plumbing, electrical or similar work within the Building, Unit, Common Area and Facilities shall be done by any Owner or resident without the prior written consent of the Management Committee, except emergency repair.

(g) Notwithstanding anything herein to the contrary, until the Declarant has completed and sold all of the Units, neither the Owners who have purchased Units nor the Management Committee shall interfere with the completion of the contemplated improvements and sale of the Units. The Declarant may make such use of the unsold Units and the Common Areas as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, the showing of the Units, and the display of signs.

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

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

(j) No rule shall interfere with the freedom of occupants of Units to determine the composition of their households, except that the Declaration limits residency in a Unit to a single family and the Association shall have the power to limit the total number of occupants permitted in each Unit on the basis of the size and facilities of the Unit and its fair share use of the Common Areas and Facilities, which, unless otherwise agreed in writing shall be no more than two individuals per bedroom.

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

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

(m) All motor vehicles and bikes shall be governed by the rules and regulations adopted by the Management Committee.

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

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

(p) No pets, animals, livestock, or poultry of any kind may be commercially bred at the Property. Up to two domestic pets as that term is defined by City Ordinance per Unit are allowed; provided, however, pets must be properly licensed and registered. Pets may not create a nuisance. The following acts may constitute a nuisance: (1) causing damage to the property of anyone other than the pet owner; (2) causing unreasonable fouling of the air by odors; (3) causing unsanitary conditions; (4) running loose throughout the Property and not in a cage or on a leash and under the control of a responsible person; (5) barking, howling, whining, or making other disturbing noises in an excessive, continuous or untimely fashion; (6) molesting or

harassing passersby by lunging at them or chasing passing vehicles; (7) attacking or threatening to attack people or other domestic animals; (8) otherwise acting so as to bother, annoy or disturb the sensibilities of a reasonable person or interfering with the right of residents to the peaceful and quiet enjoyment of their property; or (9) the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents.

(q) No signs, billboards or advertising structures or devices of any kind may be built, installed or displayed on the Property or in any Unit, except one 2' x 2' "For Sale" sign may be put in one window of a Unit. No "For Rent" signs or political signs are allowed. Anything herein to the contrary notwithstanding, this signage restriction does not apply to and is not binding upon the Declarant, who is expressly authorized to employ and use whatever signs or signage it deems appropriate to market its Units.

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

(s) Personal property placed on a patio, deck or balcony shall be managed and controlled by rule adopted by the Management Committee, as it may be modified from time to time and may, although the Management Committee is not obligated to do so, allow one table, one set of chairs, and one BBQ grill, if covered and not visible to the other residents. Clotheslines, the hanging or drying of clothes, swimsuits and towels, dream catchers, wind chimes, pinwheels, the storing of bicycles, tricycles, equipment, machinery, furniture, appliances, furnishings or other items which may be considered inappropriate or unsightly by the Management Committee in its sole discretion, shall not be allowed.

(t) No air conditioning systems or Units are allowed except those initially installed by the Declarant and replacements authorized in writing by the Management Committee. Window air conditioning Units, swamp coolers or other similar refrigeration devices are not permitted.

(u) Fencing, except that installed initially by the Declarant and its replacement authorized by the Management Committee, is not allowed.

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

(1) The parking rules and regulations adopted by the Management Committee from time to time;

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

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

(4) No street parking is allowed, ever or under any circumstances.

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

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

(7) Residents may not park their motor vehicles in red zones, fire lanes, guest or visitor parking, or other unauthorized areas.

(8) Parking of motor vehicles or trailers is allowed in the driveways of front-load Units.

(9) Parking of motor vehicles or trailers is not allowed in the driveways of rear-load Units.

(10) The parking of a damaged motor vehicle or trailer (i.e., the cost of repair is \$1,000 or more) in a driveway or so as to be visible from the street or another Unit is prohibited.

(11) Visitors or Guests may park their motor vehicles in Common Areas expressly designated for "guest" or "visitor" parking, and Owners may not.

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

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

(14) Parking amenities shall be used solely and exclusively for the parking and storage of motor vehicles used for personal transportation.

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

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

(w) No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother or nuisance to the neighborhood, or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property.

(x) This Property is located by and is subject to the normal, everyday sounds, odors, and all other aspects associated with the nearby manufacturing area and an outdoor entertainment venue.

(y) No rule shall prohibit the leasing or transferring of any Unit. The Association may require that Owners use lease forms approved by the Association (or include specific terms in their leases), and may impose a review or administration fee on the lease or transfer of any Unit. No Owner shall be permitted to lease his Unit for short term, transient, hotel, vacation, seasonal or corporate use, which for purposes of this section shall be considered any rental with an initial term of less than six (6) months. Daily or weekly rentals are prohibited. No Owner may lease individual rooms to separate persons or less than his entire Unit, including by way of illustration but not limitation to domestic help or a caretaker, without written notice to and the written consent of the Management Committee. The Management Committee is hereby granted and reserves the right to screen and approve prospective renters, and review and approve the rental agreement. Any rental agreement entered into in violation of this subsection is voidable at the option of the Management Committee and the renter may be declared "non-conforming." No renter shall be declared non-conforming without prior written notice to the Owner giving him the opportunity to be heard at an informal hearing before the Management Committee, and to remedy the default. A non-conforming renter shall be considered a nuisance and the Association may require the Owner to permanently remove the renter (and all persons claiming a right to possession by or through him) from the Property, at the Owner's sole expense. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to a Unit.

(z) A Dwelling Unit must be owner-occupied for a period of at least one (1) year after closing. The term "owner-occupied" shall mean a Unit occupied by one of the following: (1) The vested owner (as shown on the records of the Utah County Recorder); (2) The vested owner and/or his spouse, children or siblings; or (3) The shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner (provided, such person holds a beneficial interest in such legal entity of at least 50.0%) and/or his spouse, children or parents.

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



(a) Any Capital Improvement or Addition to the Project which costs ten percent (10%) or less of the Total Annual Budget, and does not alter the nature of the Project, may be authorized by the Management Committee alone (the "Capital Improvement Ceiling").

(b) Any Capital Improvement, the cost of which will exceed the Capital Improvement Ceiling, must, prior to the commencement of construction, be authorized by at least a majority of the percentage of undivided ownership interest in the Common Area.

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

10. **Operation, Maintenance and Alterations.** Each Unit and the Common Area shall be maintained, repaired, and replaced in accordance with the following covenants, conditions and restrictions:

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

(b) The Association is responsible for the maintenance, repair and replacement of all of the Common Area and Facilities located within this Tract, the WALK at Ivory Ridge (the "Area of Common Responsibility").

(c) Each Owner shall maintain, repair and replace his Unit and the following improvements (whether or not such improvements are located within his Unit), including without limitation all individual services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, fixtures, windows and window systems, glass, doors and door systems, garage doors and garage door systems, patios, balconies and decks, plumbing fixtures, systems and lateral pipes or valves, and all concrete, including the driveway, sideWALK, walkways, steps, porch and landing serving or servicing only his Unit, including any damage caused thereby and not covered by insurance. Each Owner shall also maintain any Common Area or Facility appurtenant to his Unit broom clean and free of debris, including his driveway, walkways, porch, landing, patio, deck or balcony, broom clean and free of grease spills, leaks, personal property, trash, litter and debris. All maintenance, repairs and replacements are subject to the approval of the Management Committee as to construction materials, quality of construction and installation, and uniformity of appearance. No Owner shall allow his Unit or the Common Area and Facilities adjacent thereto to detract from the health, safety or uniform appearance or design of the Project.

(d) All landscaping in the Project shall be maintained and cared for in a manner consistent with the standards of design and quality originally established by Declarant and in accordance with any City landscaping maintenance plans or ordinances. Specific additional written guidelines, standards, controls, and restrictions on landscaping may be adopted or amended by the Management Committee from time to time. All landscaping shall be maintained in a safe, sanitary, and aesthetic condition. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. All lawn areas shall be mowed and edged; all trees, shrubs and bushes shall be pruned, trimmed and topped. No landscaping may affect adversely the value or use of any other Unit, or to detract from the uniform design and appearance of the Project established by the Declarant.

(e) If (except in the case of an emergency) after written notice and a hearing, it is determined that any responsible party has failed or refused to discharge properly his obligation with regard to the maintenance, repair, or replacement of the real property and improvements described herein, or that the need for maintenance, repair, or replacement thereof is caused through the willful or negligent act of any person, then the Association, or Management Committee may, but is not obligated to, provide such maintenance, repair, or replacement at the defaulting or responsible party's sole cost and expense (the "Default Maintenance Cost"). The Default Maintenance Cost is the debt of such defaulting or responsible party at the time the expense is paid and shall be collectible as such. In addition, it may be considered a "Fine" against a Owner. A Fine assessed hereunder which remains unpaid after the time for appeal has expired becomes a lien against the Owner's interest in the property in accordance with the same standards as a lien for the nonpayment of Common Expenses hereunder.

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

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

#### 9. Party Walls.

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

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

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

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

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

#### 10. Signs.

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

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

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

#### 11. Insurance.

(a) Each Owner will obtain insurance against loss or damage by fire or other hazards for his Unit, the Building in which his Unit is contained, including by way of illustration but not limitation the foundation, columns, beams, girders, supports, basements, exterior surfaces and roofs, and contents; and shall provide the Master Association with a Certificate of Insurance upon request. The insurance premium shall be an individual expense. The Owner shall obtain and keep in full force and effect at all times the required insurance coverage provided by companies duly authorized to do business in Utah. The provisions of this subsection shall not be construed to limit the power or authority of the Owner to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder, in such amounts and in such forms as he may deem appropriate.

(b) The Manager, Management Committee or Association, will obtain insurance against loss or damage by fire and other hazards for all Common Areas and Facilities, excluding the Buildings, foundations, columns, beams, girders, supports, basements, exterior surfaces and roofs in which Units are located. The insurance premiums shall be a Common Expense. This Section is without prejudice to the right and obligation of each Unit Owner to insure his own Unit for his benefit. The Management Committee shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Utah (collectively, "Master Policy"). The provisions of this section shall not be construed to limit the power or authority of the Management Committee to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Manager, Management Committee or Association may deem appropriate.

(1) Casualty insurance on the Property in such amounts as shall provide for full replacement thereof on the event of damage or destruction, all in the manner in which a corporation owning similar Apartments buildings would, in the exercise of prudent business judgment, obtain such insurance. Such insurance shall at a minimum include fire and extended coverage, and vandalism and malicious mischief coverage. The Management Committee may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the opinion of the Management Committee are consistent with good business practice.

(2) Broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall at a minimum include liability for personal injuries, operation of automobiles on behalf of the Association or Management Committee, and activities in connection with the ownership, operation, maintenance and other use of the Property.

(3) Workers' compensation or employer's liability insurance and all other similar insurance in respect to employees of the Management Committee in the amounts and in the forms now or hereafter required by law.

(c) The Management Committee may purchase a fidelity bond in an adequate amount to insure against dishonesty of employees, destruction or disappearance of money or securities, and forgery.

(d) The Management Committee may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Property, including any personal property of the Management Committee located thereon.

(e) Casualty insurance shall be carried in a form or forms naming the Association as the insured, as trustee for the Owners and for Declarant while an Owner. Such policies shall provide a standard, non-contributory mortgages clause in favor of each first Mortgagee which shall have given notice to the Management Committee of

such first mortgage. Each policy also shall provide that it cannot be canceled by either the insured or the insurance company until after ten days prior written notice is first given to each Owner, to Declarant, and to each first Mortgagee. All policies of insurance shall, if possible, provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall, if possible, provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

(f) Public liability and property damage insurance shall name the Association as the insured, as trustee for the Owners and for Declarant while an Owner, and shall protect each Owner and the Declarant against liability for acts of the Management Committee in connection with the ownership, operation, maintenance or other use of the Property. Such policies of insurance shall provide that all insureds (including the Declarant, Owners, and Management Committee, and officers of the Association) shall be considered as separately insured and coverage shall be afforded each such insured in the same manner as though separate policies had been issued to each such insured and the insurance afforded any person or organization as insured under this policy shall not in any way be prejudiced by the inclusion therein of more than one person and/or organization as insured, but the inclusion of more than one insured under the policy shall not operate to increase the limits of the company's total liability under the policy.

(g) The Management Committee shall receive the proceeds of any casualty insurance payment received under policies obtained and maintained. To the extent that reconstruction is required, the proceeds shall be used for such purpose.

(h) Notwithstanding the provisions of subparagraphs (a) and (b) above, each Owner may obtain insurance at his/her own expense providing coverage upon an Unit, personal property, personal liability, and covering such other risks as may be deemed appropriate, but each such policy shall provide that it does not diminish the coverage for liability arising under insurance policies which cover the Management Committee, the other Owners, and the servants, agents, guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge.

## **12. Casualty Damage or Destruction**

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

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

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

(d) As soon as practicable after receiving estimates, the Management Committee shall diligently pursue completion of the repair or reconstruction of the part of the Property damaged or destroyed, but only if the Property is damaged or destroyed to the extent of 75% or less than the value thereof. In the event the Property is destroyed or damaged to the extent of more than 75% of the value thereof, the Owners shall, at a meeting within one hundred (100) days after such damage or destruction duly called by the Management Committee for the purpose, determine whether or not said premises should be rebuilt, repaired or disposed of. Unless Owners representing at least 80% of the undivided interest in the Common Areas agree to the withdrawal of the Property from the provisions of the Act and this Declaration and to its subsequent disposal, the Property shall be repaired, rebuilt or restored to substantially the same condition it was in immediately prior to destruction or damage. The Management Committee may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be substantially in accordance with the original plans and specifications of the Property or may be in accordance with any other plans and specifications the Owners may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than 5% from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to the original plans and specifications, and the location of any building shall be substantially the same as prior to damage or destruction. The same easements for encroachments as declared in Section 4 shall apply under the provisions of this Section.

(e) The proceeds of any insurance collected shall be available to the Management Committee for the purpose of repair or reconstruction. If the proceeds of insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Management Committee may levy in advance a special assessment sufficient to provide funds to pay the estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in this Declaration. Further

levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

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

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

### **13. Duty of Owner to Pay Taxes on Unit Owned.**

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

### **14. Computation of Percentage Interest in Common Areas.**

The percentage of undivided ownership interest in the Common Areas which is appurtenant to a Unit shall be equal and uniform for all Units.

### **15. Amendment of this Declaration.**

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

(b) Initial Declarant Right to Amend. The Declarant alone may amend or terminate this Declaration prior to the closing of a sale of the first Unit.

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

(d) Declarant's Right to Amend Unilaterally Prior to Termination of Declarant's Right to Control. Prior to the expiration of the Period of Declarant's Control, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such Amendment shall not materially adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to any property without the consent of the affected Owner.

(e) To Satisfy Requirements of Lenders. Anything to the contrary notwithstanding, Declarant reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by a 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 Declaration or approval of the sale of Units, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Unit, or any portions thereof. Any such amendment shall be effected by the recordation by Declarant of a written Amendment duly signed by the Declarant, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the change, modification or amendment requested by such agency or institution. Recordation of such an Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment, when recorded, shall be binding upon all Units and all persons having an interest therein. It is the desire of Declarant to retain control of the 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 Declaration to restore such control.

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



(g) Consent of Eligible Mortgagee. The consent of Eligible Mortgagees holding at least sixty seven percent (67%) of the undivided ownership interest of the Owners in the Tract in the Common Area and Facilities and shall be required to any amendment which would terminate the legal status of the Tract; and the consent of Eligible Mortgagees holding at least fifty-one (51%) percent of the undivided ownership interest of the Owners in the Tract in the Common Area and Facilities shall be required to add to or amend any material provision of this Declaration or the Plat Plat Map which establishes, provides for, governs, or regulates any of the following, which are considered as "material":

- 1) voting rights;
- 2) increases in assessments that raise the previously assessed amount by more than twenty-five (25%) percent, assessment liens, or the priority of assessments liens;
- 3) reduction in reserves for maintenance, repair, and replacement of the Common Area and Facilities;
- 4) responsibility for maintenance and repairs;
- 5) reallocation of interests in the Common Area and Facilities, or rights to their use;
- 6) redefinition of any Unitboundaries;
- 7) convertibility of Units into Common Area and Facilities or vice versa;
- 8) expansion or contraction of the Tract, or the addition, annexation, or withdrawal of property to or from the Tract;
- 9) hazard or fidelity insurance requirements;
- 10) imposition of any restrictions on the leasing of Units;
- 11) imposition of any restrictions on an Owner's right to sell or transfer his Unit;
- 12) a decision by the Association to establish self-management if professional management had been required previously by the Project Documents or by an Eligible Mortgage holder;

13) restoration or repair of the Tract (after damage or partial condemnation) in a manner other than that specified in the documents;

14) any provisions that expressly benefit mortgage holders, insurers or guarantors; and

15) any provisions required by Utah State Department of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA, any other federal, state or local governmental agency or a federally chartered lending institution, which in all respects shall govern and control.

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

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

## 16. Expansion of the Tract.

(a) Reservation of Option to Expand. Declarant hereby reserves the option to expand the Tract to annex additional real estate and include additional Units in the Tract. This option to expand may be exercised from time to time, at different times and in any order, without limitation, provided however, the option shall expire five (5) years from the date following the first conveyance of a Unit in Phase I to a Unit purchaser unless sooner terminated by Declarant's recorded Waiver of such option, there being no other circumstances which will cause the option to expire prior to said five (5) years. Such right may be exercised without first obtaining the consent or vote of Unit Owners and shall be limited only as herein specifically provided. Such Units shall be constructed on any or all portions of the Additional Land described on Exhibit "C" or other real estate.

(b) Supplemental Declarations and Supplemental Plat Maps. Such expansion may be accomplished by the filing for record by Declarant in the office of the County Recorder of Utah County, Utah, no later than five (5) years from the date this Declaration is recorded, a Supplement or Supplements to this Declaration containing a legal description of the site or sites for new Units, together with supplemental Plat Map or Plat

Maps containing the same information with respect to the new Units as was required on the Plat Map with respect to the Phase I Units. The expansion may be accomplished in phases by successive supplements or in one supplemental expansion.

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

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

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

(f) Revised Schedule. Accordingly, upon the recordation of a Supplemental Declaration and Supplemental Plat Map incident to any expansion, the revised schedule

of undivided interests in the Common Areas contained therein shall automatically become effective for all purposes and shall fully supersede any similar schedule which was contained in any Declaration associated with any prior phase. In the event the provisions of the separate instruments relating to the Tract conflict irreconcilably, the terms of that instrument which was recorded most recently shall control.

(g) Other Provisions Concerning Expansion. If the Tract is expanded as hereinbefore contained, then it is further provided that:

(1) All or any part of the Additional Land may be added to the Tract without any limitations whatsoever save and except that all additional Units created must be restricted to multi family residential housing limited to one family per Unit.

(2) Portions of the Additional Land may be added to the Tract at different times without any limitations.

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

(4) No assurances are made concerning:

a. The locations of any improvement that may be made on any portion of the Additional Land that may be added to the Tract.

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

c. Whether any Units created on any portion of the Additional Land will be substantially identical to those within the initial Tract except that Units will be constructed of an equal or better quality of materials and construction than the Units in Phase I.

d. Type, size, or maximum number of Common Area and Facilities which may be created within any portion of the Additional Land added to the Tract.

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

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

(b) the creation, construction, or addition to the Tract of any additional property;

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

(d) the taking of any particular action with respect to the Additional Land, the Tract, or any Land.

(6) Assuming that only Phase 1 of the Tract is completed, the minimum number of Buildings would be \_\_\_\_; the minimum number of Units would be \_\_\_\_; and the maximum percentage of ownership interest of each Unit would be \_\_\_\_%. Assuming all Phases in the Tract are completed and all of the Additional Land is added to the Tract, then (a) the maximum number of Buildings would \_\_\_\_; (b) the maximum number of Units would be \_\_\_\_; (c) there would be approximately \_\_\_\_ ( ) acres; (d) the maximum number of Units per net acre would be about \_\_\_\_ ( ); and (e) the minimum Percentage Interest of each Unit would be \_\_\_\_%; provided, however, the number of Units actually constructed and the actual undivided percentage of ownership interest of each Unit may actually be somewhere in between the numbers and percentages set forth above.

(h) General Liability Insurance Policy for Expansion of Tract. Pursuant to Title 38, CFR Section 36.4360 (a) (5), which is incorporated herein by this reference, the Declarant shall purchase at its own expense and maintain a general liability insurance policy in the sum of not less than \$1 million to cover any liability which owners of previously sold Units are exposed to as a consequence of further and future expansion of the Tract pursuant hereto.

#### 17. Transfer of Management.

Anything to the contrary notwithstanding, Declarant may at any time relinquish its reserved right to select the Members of the Committee and may elect to transfer the management of the Tract to a Committee elected by the Owners. Upon the termination of the Period of Declarant's Control, or sooner if the Declarant so elects, Declarant shall notify Owners in writing of the effective date of such transfer (the "Transfer Date") at least forty five (45) days prior thereto. Thereupon, the Owners shall call a meeting to elect the Members of the Management Committee to take office as of the Transfer Date. Declarant covenants to cooperate with the Owners in effecting an orderly transition of management. Moreover, Declarant shall cause all obligations for Common Expenses of the Association prior to the Transfer Date to be paid in full on or before such date, and shall transfer any Association funds to the newly elected Committee.

#### 18. Working Capital Fund.

A working capital fund shall be established by the Declarant equal to or greater than two (2) months' Assessments for each Unit. Each Unit's share of the working capital fund shall be paid by the buyer of a Unit, collected by the title company, and transferred to the Association at the time of closing of the sale of each Unit. If the working capital contribution is paid for by the Declarant, in cash or kind, then the Declarant shall be reimbursed for such contribution by the buyer of such Unit at the time of closing. The purpose of the working capital fund is to insure that the Management Committee will have cash available to satisfy unforeseen expenses or to acquire additional equipment or services necessary for the operation, control and regulation of the Tract. Sums paid into the working capital fund are not to be considered as advance payments or regular monthly payments of Common Expenses. Thereafter, the Management Committee may continue the working capital fund by charging a reasonable reinvestment fee pursuant to the reinvestment fee covenant when Units are sold or rented.

19. **Reinvestment Fee.**

(a) **Reinvestment Fee Covenant.** The term "Reinvestment Fee Covenant" means a covenant, restriction, or agreement that:

(1) affects real property; and

(2) obligates a future buyer or seller of the Unit to pay to the Association, upon and as a result of a transfer of a Unit, a fee that is dedicated to benefitting the Unit, including a payment for (collectively "Authorized Purposes"):

- (a) common planning, facilities, and infrastructure;
- (b) obligations arising from an environmental covenant;
- (c) community programming;
- (d) resort facilities;
- (e) open space;
- (f) recreation amenities;
- (h) charitable purposes; or
- (i) Association expenses, as that term is defined by Utah Code

Ann., Section 57-1-46(1)(a) (2010) as amended or supplemented; and

(3) is a Reinvestment Fee Covenant as that term is defined by Utah Code Ann., Section 57-1-46((1)(i) (2010) as amended or supplemented.

For use herein, the term "common planning, facilities, and infrastructure" shall be liberally and broadly construed to include any and all property and improvements included in the maintenance, repair and/or replacement responsibility of the Association.

Anything to the contrary notwithstanding, the Reinvestment Fee Covenant is not to be considered a Transfer Fee Covenant as that term is defined by Utah Code Ann., Section 57-1-46(1)(j) (2010) as amended or supplemented.

(b) Reinvestment Fee. The term "Reinvestment Fee" means a fee charged pursuant to the Reinvestment Fee Covenant.

(c) Duty to Pay. The buyer or seller of a Unit shall pay to the Association at the time of closing or settlement of the sale of a Unit shall pay the Association a Reinvestment Fee in a sum to be determined by the Board of Directors; provided, however, the amount of the Reinvestment Fee may not exceed .5% of the value of the Unit at the time of closing and includes a commitment to fund, construct, develop or maintain common infrastructure, association facilities, community programming, resort facilities, open space or recreation amenities.

(d) Notice Contingency. The Reinvestment Fee Covenant shall be void and unenforceable unless a notice of Reinvestment Fee Covenant, separate from the Reinvestment Fee Covenant, is recorded in the Office of the County Recorder:

- (1) Stating the name and address of the Association;
- (2) Including the notarized signature of the Association's authorized representative;
- (3) Stating that the burden of the Reinvestment Fee Covenant is intended to run with the land and to bind successors in interest and assigns;
- (4) Stating that the existence of the Reinvestment Fee Covenant precludes the imposition of an additional Reinvestment Fee Covenant on the Unit;
- (5) Stating the duration of the Reinvestment Fee Covenant;
- (6) Stating the purpose of the Reinvestment Fee to be paid under the Reinvestment Fee Covenant; and
- (7) Stating that the Reinvestment Fee required to be paid under the Reinvestment Fee Covenant is required to benefit the Unit.

The notice shall comply with the requirements of Utah Code Ann., Section 57-1-46(6) (2010) as amended or supplemented.

(e) Exceptions. The Reinvestment Fee Covenant may not be enforced upon:

- (1) An involuntary transfer;
- (2) A transfer that results from a court order;
- (3) A bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity;
- (4) A transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution;
- (5) The transfer of the Unit by a financial institution to the extent that the Reinvestment Fee for said financial institution is in excess of \$250.00 (or the maximum limit established by Utah Code Ann., Section 57-1-46(8)(e)(2010) as amended or supplemented);
- (6) The Declarant or first buyer of the property from the Declarant; or

(7) A Unit if on the transfer a Reinvestment Fee is charged by the Master Association.

(f) Reserve Account. The Board of Directors shall establish and maintain a reserve account or accounts for the Reinvestment Covenant Fees. The account or accounts are intended to be capital reserve accounts and shall be used exclusively for the purposes set forth in Subsection (a) above. Payments to the Declarant to reimburse it for advances for Authorized Purposes pursuant to a written subsidy or other agreement are permitted expenditures. Funds in the reserve account or accounts may not be used for litigation.

(g) Reserve Account Analysis. The Board of Directors shall prepare and update from time to time a written Reinvestment Covenant Fee Reserve Account Analysis, and make the report available to the Owners.

(h) Amendment. This Section may not be amended without the express prior written consent of the Declarant, so long as it owns at least one Unit in the Project and for five years after the date of the conveyance of the Declarant's last Unit.

## 20. Separate Taxation.

Each Unit and its percentage of undivided interest in the Common Areas and Facilities shall be considered to be a parcel and shall be subject to separate assessment and taxation by each assessing Unit and special district for all types of taxes authorized by law, including ad valorem levies and special assessments. Neither the Building or Buildings, the property nor any of the Common Areas and Facilities may be considered a parcel for tax purposes.

## 21. Enforcement and Right to Recover Attorneys Fees.

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

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

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

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

(3) suspending any Person's right to use any of the Swim and Tennis Club and other recreational amenities located in the Common Area; provided, however,



nothing herein contained shall authorize the Management Committee to limit ingress or egress to or from a Unit;

(4) exercising self-help or taking action to abate any violation of the Walk at Ivory Ridge Neighborhood Documents in a non-emergency situation;

(5) exercising self-help in any emergency situation (specifically including but not limited to the towing of vehicles that are in violation of the parking rules);

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

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

(8) levying Individual Charges to cover costs and expenses incurred by the Association to bring an Owner into compliance.

**22. Service of Process.**

Until changed by amendment to this Declaration, the name of the person to receive service of process and the place of his residence is:

Christopher P. Gamvroulas  
 978 East Woodoak Lane  
 Salt Lake City, Utah 84117

**23. Mortgagees.**

Notwithstanding all other provisions hereof:

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

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

**24. Indemnification of Management Committee.**

Each member of the Management Committee shall be entitled to be indemnified and held harmless by the Owners against all cost, expenses, and liabilities whatsoever, including attorney's fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of being or having been a member of the Committee.

**25. Severability.**

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

**26. Topical Headings and Conflict.**

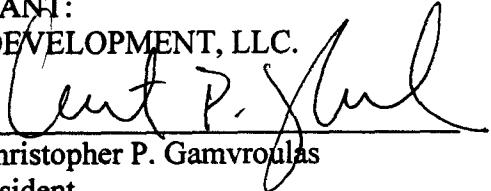
The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of this Declaration of any paragraph or provision hereof. In case any provisions hereof shall conflict with Utah law, Utah law shall be deemed to control.

**27. Effective Date.**

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

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this \_\_\_\_ day of March, 2010.

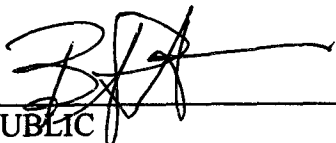
DECLARANT:  
IVORY DEVELOPMENT, LLC.

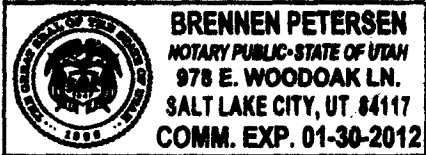
By:   
Name: Christopher P. Gamvroulas  
Title: President

ACKNOWLEDGMENT

STATE OF UTAH                    )  
  ss:  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me this 8 day March, 2010 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.

  
NOTARY PUBLIC  
Residing at: SLE, UT  
My Commission Expires: 01-30-2012



**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE WALK AT IVORY RIDGE - PLAT A**

The land referred to in the foregoing document as The WALK at Ivory Ridge Plat A is located in Utah County, Utah and is described more particularly as follows:

THE WALK AT IVORY RIDGE PLAT "A", being more particularly described as follows:

A portion of the Northeast quarter of Section 32, Township 4 South, Range 1 East, Salt Lake Base & Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at a point located North 89°57'11" West along the quarter Section line 208.85 feet and North 24.75 feet from the East quarter Corner of Section 32, Township 4 South, Range 1 East, Salt Lake Base & Meridian (Basis of Bearing: South 0°05'38" East along the Section line from the East quarter Corner to the Southeast Corner of said Section 32); thence North 89°57'11" West 436.93 feet; thence North 0°04'56" West 518.57 feet; thence East 116.68 feet; thence North 64°18'52" East 31.07 feet; thence East 93.00 feet; thence North 89°28'50" East 81.00 feet; thence East 119.00 feet; thence South 533.13 feet to the point of beginning.

**EXHIBIT "A-1"**  
**LEGAL DESCRIPTION OF THE WALK AT IVORY RIDGE - PLAT B**

The land referred to in the foregoing document as The WALK at Ivory Ridge Plat B is located in Utah County, Utah and is described more particularly as follows:

THE WALK AT IVORY RIDGE PLAT "B", being more particularly described as follows:

Beginning at a point located North 89°57'11" West along the quarter section line 208.85 feet and North 24.75 feet from the East quarter corner of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian, thence North 533.13 feet; thence West 119.00 feet; thence South 89°28'50" West 81.00 feet; thence West 93.00 feet; thence South 64°18'52" West 31.07 feet; thence West 116.68 feet; thence North 0°04'56" West 221.27 feet; thence East 112.00 feet; thence North 101.58 feet; thence East 56.50 feet; thence South 38.52 feet; thence East 269.50 feet; thence South 79.28 feet; thence East 162.31 feet; thence South 498.83 feet; thence East 10.84 feet; thence South 148.26 feet; thence along an arc of a 50.00 foot radius curve to the right a distance of 38.83 feet (chord bears South 22°14'53" West 37.86 feet); thence South 44°29'46" West 12.24 feet; thence along an arc of a 50.00 foot radius curve to the right a distance of 39.77 feet (chord bears South 67°16'48" West 38.73 feet); thence North 89°56'09" West 25.63 feet; thence South 45°00'00" West 8.16 feet; thence South 0°02'49" West 12.50 feet; thence North 89°57'11" West 83.11 feet to the point beginning.

**EXHIBIT "B"**  
**BYLAWS OF THE**  
**WALK TOWNS AT IVORY RIDGE ASSOCIATION**

**ARTICLE I**  
**NAME AND LOCATION**

**Section 1 .01 Name and Location.** The name of the association is The WALK at Ivory Ridge Association (the "Association"). The principal office of the corporation shall be located at 978 East Woodoak Lane, Salt Lake City, UT 84117, but meetings of Members and Management Committee may be held at such places within the State of Utah, as may be designated by Management Committee.

**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 Association may be called at any time by the President or by a majority of the Members of the Management Committee.

**Section 3.03 Notice of Meetings.** Written notice of each meeting of the Association shall be given to each Owner 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 Owner addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**Section 3.04 Quorum.** The Owners present shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws.

**Section 3.05 Proxies.** At all Association meetings, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be

revocable and shall expire, if not previously revoked, eleven (11) months after the date it is given by the Owner.

**Section 3.06 Action Taken Without a Meeting.** Any action that may be taken at any annual, regular, or special meeting of Owners may be taken without a meeting if the Association delivers a written ballot to every Owner in accordance with Utah Code Ann., Section 16-6a-707 (2002) as it may be amended from time to time. The ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action. The number of approvals must equal or exceed the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Owners must be provided a fair and reasonable amount of time before the day on the Association must receive ballots. An amount of time shall be considered fair and reasonable if the Owners are given at least 15 days from the day on which the notice is mailed, if the notice is mailed by first-class or registered mail; Owners are given at least 30 days from the day on which the notice is mailed, if the notice is mailed by other than first-class or registered mail' or considering all of the circumstances, the amount of time is otherwise reasonable. Any action so approved shall have the same effect as though taken at a meeting of the Association.

**Section 3.07 Action by Written Ballot.** Any action that may be taken at any annual, regular, or special meeting of members may be taken without a meeting if the Association delivers a written ballot to every member entitled to vote on the matter in accordance with Utah Code Ann., Section 16-6a-709 (2002) as it may be amended from time to time. Any action so approved shall have the same effect as though taken at a meeting of the Association.

**Section 3.08 Meetings by Telecommunications.** Any or all of the Owners may participate in an annual, regular, or special meeting of the Owners by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other (or read a transcript of what is being said in real time) during the meeting. A person participating in a meeting by telecommunication shall be considered to be present in person at the meeting.

#### **ARTICLE IV MANAGEMENT COMMITTEE AND TERM OF OFFICE**

**Section 4.01 Number.** The affairs of the Association shall be managed by a Management Committee comprised of three (3) natural persons. Each Member must be duly qualified and appointed or elected.

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

**Section 4.03 Term of Office.** Each Member on the Management Committee shall serve a term of two years; provided, however, in the first annual election of the members of the Management Committee after the termination of the Period of Declarant's Control, two members shall be elected for two years and the third member shall be elected for one year. Thereafter all members shall be elected for two year terms.

**Section 4.04 Compensation.** No Member shall receive compensation for any service he may render to the Association as a member of the Management Committee, 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. A Member may enter into a separate and independent contract with the Association to provide additional services for a fee.

**Section 4.05 Voting.** Each Member shall have one vote.

**Section 4.06 Action Taken Without a Meeting.** Any action that may be taken at any meeting of the Management Committee may be taken without a meeting if the President of the Association delivers a written ballot to every member of the Management. The ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action. The number of approvals must equal or exceed the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Members of the Management Committee must be provided a fair and reasonable amount of time before the day on the Management Committee must receive ballots. Any action so approved shall have the same effect as though taken at a meeting of the Management Committee.

**Section 4.07 Action by Written Ballot.** Any action that may be taken at any meeting of Management Committee may be taken by ballot and without a meeting if the President of the Association delivers a written ballot to every member entitled to vote on the matter. Any action so approved shall have the same effect as though taken at a meeting of the Association.

**Section 4.08 Meetings by Telecommunications.** Any or all of the members of the Management Committee may participate in a meeting of the Management Committee by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other (or read a transcript of what is being said in real time) during the meeting. A person participating in a meeting by telecommunication shall be considered to be present in person at the meeting.

**Section 4.09 Proxies.** A member of the Management Committee may attend a meeting of the Management Committee in person or by proxy given to another member of the Management Committee.

**Section 4.10 Managing Member.** During the Period of Declarant's Control, the Management Committee shall have a Managing Member. The initial Managing Member shall be Christopher P. Gamvroulas who shall serve in this capacity until his successor is



appointed by the Declarant. The Managing Member is hereby appointed as the agent of and attorney-in-fact for the Management Committee, and is hereby granted the right, power and authority to act unilaterally on its behalf and in behalf of the Association, anything to the contrary notwithstanding. This office and agency shall expire automatically upon the termination of the Period of Declarant's Control.

## ARTICLE V POWERS AND DUTIES OF THE MANAGEMENT COMMITTEE

**Section 5.03 Powers.** The 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 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 Association. Without in any way limiting the generality of the foregoing, the Association may act through its Management Committee and shall specifically have the powers and duties set out in this Article V, including

**Section 5.03.1 Assessments.** The power and duty to levy Assessments on the Owners, and to enforce payment of such assessments in accordance with the Declaration.

**Section 5.03.2 Association Property.** The right to own and/or lease the Association Property and the duty to maintain and manage the Common Areas and Facilities and improvements thereon. In particular the Association shall:

- a. Maintain and repair in an attractive, safe and functional condition the Common Areas and Facilities;
- b. Pay all taxes and assessments levied upon the Common Areas and Facilities and all taxes and assessments payable by the Association;
- c. Obtain any water, sewer, gas and electric services needed for the Common Areas and Facilities; and
- d. Do each and every other thing reasonable and necessary to operate the Common Areas and Facilities and the Association.

## ARTICLE VI OFFICERS AND THEIR DUTIES

**Section 6.01 Enumeration of Officers.** The officers of the Association shall be a president and secretary, plus such other officers as the Management Committee 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 Members of the Management Committee.

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

**Section 6.03 Term.** Each officer of the 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 Management Committee may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Management Committee 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 Management Committee. Any officer may resign at any time by giving written notice to the Management Committee, 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 management Committee. 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 Management Committee, (b) see that orders and resolutions of the Management Committee 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 Management Committee and of the Association, (b) keep the corporate seal of the Association and affix it on all papers requiring said seal, (c) serve notice of meetings of the Management Committee and of the Association, (d) keep appropriate current record showing the Members of the Association together with their addresses and (e) perform such other duties as may be required by the Management Committee.

## ARTICLE VII COMMITTEES

**Section 7.01 Committees.** The Management Committee may appoint such committees 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 Tract, and the administration of the Tract, 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 Management 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 shall be required to sign checks, drafts, contracts, and legally binding agreements.

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

**Section 8.04 Audit.** Either a (a) majority vote of the Members of the Management Committee or (b) majority vote of all of the Owners is necessary and sufficient to require either a Compilation Report, Reviewed Statement or Audited Statement of the MHOA.

#### ARTICLE IX AMENDMENTS

**Section 9.01 Amendment to Bylaws.** These Bylaws may only be amended (a) unilaterally by the Declarant until the expiration of the Period of Declarant's Control or (b) the affirmative vote of a majority of the Owners.

**Section 9.02 Conflict Between Articles, Bylaws and Declaration.** 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 Miscellaneous.** The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand this  8  day of March, 2010.

DECLARANT:  
IVORY DEVELOPMENT, LLC.

