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**MASTER DECLARATION FOR  
MAYFLOWER LAKESIDE  
(A Planned Community)**

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**WHEN RECORDED, PLEASE RETURN TO:  
Mayflower Lakeside Development, LLC  
Attention: Lee Burbidge  
5320 South 900 East, Suite 230  
Murray Utah 84117**

**MASTER DECLARATION FOR  
MAYFLOWER LAKESIDE  
(A Planned Community)**

THIS MASTER DECLARATION FOR MAYFLOWER LAKESIDE is made and executed by Mayflower Lakeside Village, LLC, a Utah limited liability company, (“Mayflower”), Sundance Burbidge JV I, LLC, a Utah limited liability company (“Sundance”), Mayflower Lakeside Village South, LLC, a Utah limited liability company (“Mayflower South”), and Mayflower Lakeside Townhomes South, LLC, a Utah limited liability company (“Townhomes South” together with Mayflower, Sundance, and Mayflower South, the “Declarant” and individually a “Parcel Developer”), for itself, its successors, grantees and assigns.

RECITALS

A. Unless the context provides otherwise, capitalized terms used in this Master Declaration are defined in Article 1 or elsewhere in this Master Declaration.

B. Declarant is the owner of that certain real property in Wasatch County, Utah, which is described in Exhibit “A” attached hereto and made a part hereof by this reference.

C. Declarant is developing a planned community known as Mayflower Lakeside on the Property situated in Wasatch County, Utah. In accordance with the Development Documents, the Project contains or will contain Development Parcels and shall include a mixture of condominium projects, townhomes, planned unit developments, and recreational uses, as well as public roadways, private roadways, open space, trails and other recreational amenities that constitute Common Elements of the Project, some of which may be used and enjoyed by the general public.

D. Certain lands, including, but not limited to, those more particularly described on Exhibit “B” attached hereto and incorporated herein by this reference, may have certain access rights across portions of the Property. Declarant intends, without obligation, to include such Additional Land as part of the Project on such terms as Declarant may determine in its sole and exclusive discretion.

E. In furtherance of a common plan of development for the Project, Declarant intends to adopt master covenants, conditions and restrictions affecting the Property and to reserve easements across certain portions of the Property for the benefit of other portions of the Property and the Additional Land. Declarant will develop and convey all of the Development Parcels in



the Project subject to such master covenants, conditions, and restrictions, and subject to and together with such easements, all of which shall run with the title to the Property as hereinafter set forth. Also, Declarant has created the Master Association to which Declarant in due course will delegate and assign certain powers of owning, maintaining, managing and administering certain portions of the Project, including the Common Elements and the duties of administering and enforcing this Master Declaration, and collection and disbursing the Assessments and charges hereinafter created in connection with the operation, maintenance, repair and replacement of certain portions of the Project, including the Common Elements and the functions and obligations of the Master Association created thereunder.

F. As part of the development of the Project, Declarant intends, without obligation, to record various Plats; subject portions of the Project to Public Rights; record or cause to be recorded Parcel Declarations containing restrictive covenants on the Development Parcels with approval of the appropriate Municipal Authority.

G. Declarant also intends to create separate Parcel Associations covering the Development Parcels, which Parcel Associations will provide for the management and operation of the applicable Parcel Association, levy and collect Assessments, including Assessments of the Master Association allocated to the applicable Parcel by this Master Declaration, and administer and enforce the terms of the Parcel Declaration for each such Development Parcel. The Master Association will maintain all Common Elements within the Project, including, but not limited to, Common Elements and Master Association Maintenance Areas within the boundaries of any Development Parcel in accordance with Section 3.3.

NOW, THEREFORE, for such purposes, Declarant hereby makes the following Master Declaration containing covenants, conditions and restrictions relating to the Project which, pursuant to the provisions of the laws of the State of Utah, shall be enforceable equitable servitudes, where reasonable, and shall run with the land:

## ARTICLE 1

### DEFINITIONS

Each of Recitals A through G are incorporated into and made a part of this Master Declaration for all purposes. Unless otherwise expressly provided, the following words and phrases when used in this Master Declaration shall have the meanings hereinafter specified:

1.1 “Additional Land” shall mean, refer to, and consist of any real property Declarant, (individually or collectively) may own in fee simple now or in the future, including but not limited to, the parcels of real property situated in Wasatch County, Utah described on Exhibit “C” hereto, as amended from time to time. This Master Declaration is not intended as and should not be deemed to constitute any lien, encumbrance, restriction, or limitation upon the Additional Land unless and until it is added to the existing Project in accordance with the provisions of this Master Declaration.

1.2 “Articles” shall mean the Articles of Incorporation of the Master Association, as such Articles may be amended from time to time.

1.3 “Assessment(s)” shall mean the charge against each Development Parcel representing the portion of the Common Expenses or other fees which is/are to be paid by the Member or other obligor to the Master Association, including without limitation, Common Assessments, Specific Assessments or Special Assessments as provided in Section 5.1 below.

1.4 “Assessment Percentage” shall mean the charge against each Development Parcel representing the percentage portion of the Assessments which the Parcel Association, Declarant or other obligor to the Master Association shall pay to the Master Association, as further described in Section 5.5 below.

1.5 “Assessment Unit” shall mean the total number of assessment units assigned to each Development Parcel, as further described in Section 5.5 below.

1.6 “Board” shall mean the Board of Directors of the Master Association, elected in accordance with the Articles and Bylaws of the Master Association.

1.7 “Bylaws” shall mean the bylaws of the Master Association as adopted by the Board, as such bylaws may be amended from time to time.

1.8 “CAA” shall mean the Utah Community Association Act, Utah Code Ann. 57-8a-101 *et. seq.*,

1.9 “Change in Control Date” shall mean date on which the Declarant’s Class B Membership terminates, which date shall be no later than the earlier to occur of:

1.9.1 Sixty (60) days after conveyance to Owners other than Declarant, or a Declarant affiliate, of Development Parcels having one hundred percent (100%) of the total ERUs at the Project;

1.9.2 The expiration of thirty (30) years from the date that this Master Declaration is Recorded; or

1.9.3 When the Declarant, in its sole and exclusive discretion so determines, as evidenced by a recorded document evidencing Declarant’s intent to terminate its Class B Membership.

1.10 “Common Assessment” shall mean the charge against each Member and its associated Development Parcel, representing the portion of the Common Expenses which is to be paid by such Member or other obligor to the Master Association.

1.11 “Common Elements” shall mean all the following:

1.11.1 All Master Association Land;

1.11.2 All real property, Improvements, facilities and equipment owned by another Person subject to a management agreement, lease, license, easement or other arrangement in favor of the Master Association;

1.11.3 Any entry monument area including the entry monuments related to Development Parcels constructed by Parcel Developers and which may be subject to Parcel Declarations;

1.11.4 All land within the Project which the Declarant, by this Master Declaration, recorded instrument or otherwise, designates for the benefit of the Project including, without limitation, the Trails, enhanced parkways, landscaping, drainage devices, flood control and median strips, road shoulders and appurtenances, walkways, paths, street lights, signs, recreational areas, Open Space Areas, basins, bridges, retaining walls, snow storage areas, swales, storm water conveyance facilities, and detention basins, even if the same is/are owned by or dedicated to a Municipal Authority, the United States or a Parcel Developer;

1.11.5 All land or right-of-way easements within the Project which are dedicated to the public or to a Municipal Authority, but which such Municipal Authority requires the Master Association to maintain; and

1.11.6 All private roadway improvements within the Project, which are not accepted for dedication by a Municipal Authority.

1.12 “Common Expenses” shall mean the expenses (including allocations for Reserves) incurred or assessed by the Master Association in fulfilling its duties. Common Expenses shall *not* include those certain charges levied by a Special Service District.

1.13 “Common Expense Fund” shall mean and refers to the fund created or to be created pursuant to the provisions of Section 5.1 of this Master Declaration and into which all monies of the Master Association shall be deposited. Two separate and distinct funds shall be created and maintained thereunder, one for operating expenses and one for capital expenses, which together shall constitute the Common Expense Fund.

1.14 “Declarant” shall mean collectively Mayflower, Sundance, Mayflower South, and Townhomes South, and any successors and assigns to whom Declarant assigns, in whole or in part, the rights of Declarant hereunder by an express written assignment; provided, however, Declarant may appoint a single agent to act on its behalf from time to time. Declarant may convey all or a portion of a Development Parcel for purposes of development with or without assigning its rights as Declarant under this Master Declaration. Each Parcel Association may have a separate declarant for the purposes of the applicable Parcel Declaration without affecting the Declarant’s rights hereunder.

1.15 “Declarant Affiliate” shall mean any Person directly or indirectly controlling, controlled by or under common control with the Declarant, and shall include, without limitation, any general or limited partnership, limited liability company, limited liability partnership or corporation in which the Declarant (or another Declarant Affiliate) is a general partner, managing member or controlling shareholder.

1.16 “Declarant Control Period” shall mean the period commencing on the date on which the Master Association is formed and ending on the Change in Control Date.

1.17 “Design Guidelines” shall mean the Material and Design Handbook provided in those certain guidelines contained in the Jordanelle Specially Planned Area Code (the “JSPA Code”) and other design guidelines as adopted by the Board in accordance with the Bylaws and this Master Declaration, as amended from time to time.

1.18 “Design Review Committee” shall mean the Design Review Committee for the Project created pursuant to Article 8 hereof.

1.19 “Development Agreement” shall mean that certain Mayflower Marina-East Master Plan Development Agreement JSPA Overlay Zone that has been executed by and between Declarant or a Declarant Affiliate and Wasatch County, as amended from time to time, or any other Development Agreement governing any phase of the Project entered into by and between Declarant or a Declarant Affiliate and Wasatch County, as amended from time to time. The Development Agreement is intended to (1) mitigate significant environmental impacts; (2) ensure installation of necessary on-site and off-site public improvements; (3) provide for the preservation of substantial permanent open space; (4) make provision for trail facilities; (5) provide for the timely payment of all fees and charges, including impact fees in the amounts set forth therein; (6) ensure that public services appropriate to the development of the Property are provided; (7) provide for the maintenance of facilities, trails and open space within the development during construction and after completion; (8) otherwise achieve the goals and purposes of the county and developer; (9) identify responsibilities of the master developer and subsequent developers; (10) designate all improvements committed to by the developer as part of the master plan approval process; and (11) provide a record of minutes, staff reports, power point presentations and plans.

1.20 “Development Documents” shall collectively mean the conditions of the Final Approval set forth in the official minutes and record of the applicable Municipal Authority, including but not limited to the JSPA Planning Commission and Wasatch County Council the Master Plan and the Development Agreement.

1.21 “Development Parcel” shall mean one of the seven (7) parcels in the Project designated on the Master Plan as (i) Marina East RMD (C) Parcel 1, (ii) Marina East RMD (C) Parcel 2, (iii) Marina East RSF (T) Parcel 1, (iv) Marina East RSF (T) Parcel 2, (v) Marina East RSF (T) Parcel 3, (vi) Marina East RSF (T) Parcel 4, (vii) Marina East RSF (T) Parcel 5, inclusive. Subject to controlling Wasatch County subdivision and development ordinances, each Development Parcel may be subdivided by Declarant or a Parcel Developer into Lots or Units, and may be limited by a Parcel Declaration. A Development Parcel shall not include a Lot or Unit; provided that, however, in the case of staged developments, the term “Development Parcel” shall include areas designated as Additional Land or not yet included on a Plat, condominium property regime or other recorded instrument creating Lots or Units and related Development Parcel amenities. Development Parcels do not exist for tax assessment purposes unless and until such Development Parcel is developed as a residential project, or Lots or Units are created thereon by a recorded Parcel Declaration and Plat.

1.22 “ERU” shall mean a unit of residential density allocated by the Final Approval to each Development Parcel as shown on the Master Plan. As of the date of this Master Declaration, the total number of ERUs granted to the Project is three hundred and thirty-five (335).

The ERUs are currently allocated to each Development Parcel as follows:

Development Parcel Identification.	ERUs
Development Parcel 1 – Marina RMD (C) Parcel 1 (AKA Mayflower Lakeside Village Condos)	63
Development Parcel 2 – Marina RSF (T) Parcel 1 and Marina RSF (T) Parcel 2 (AKA Mayflower Lakeside Village Townhomes)	96
Development Parcel 3 – Marina RMD (C) Parcel 2 (AKA Mayflower Lakeside Village South Condos)	72
Development Parcel 4 – Marina RSF (T) Parcel 2, Marina RSF (T) Parcel 3, Marina RSF (T) Parcel 4, and Marina RSF (T) Parcel 5 (AKA Mayflower Lakeside Village South Townhomes)	104
Total:	335

1.23 “Final Approval” shall mean the Final Approval for the Project adopted by the Board of County Commissioners, Wasatch County, Utah, on August 22, 2019, as amended from time to time.

1.24 “Governing Documents” shall mean this Master Declaration, any recorded amendments hereto, the Final Approval, the Master Plan, the Development Agreement, MIDA Documents (defined below), the Articles, the Bylaws, the Design Guidelines, the Master Rules, and the Board’s resolutions, as each document may be amended from time to time.

1.25 “Guest” shall mean any family member, tenant or invitee of an Owner, or any family member, tenant or guest of such a person or of the Master Association.

1.26 “Improvement” shall mean all structures and appurtenances thereto of every type and kind, including, without limitation, buildings, out buildings, residential dwellings, walkways, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees and shrubs, and related fixtures and equipment.

1.27 “Lot” shall mean the real property created as a subdivided portion of a Development Parcel located within the Project on a Plat duly recorded, which may be limited by a Parcel Declaration. The term “Lot” may include the Improvements thereon as the context requires, however, a Lot shall *not* include a Development Parcel or a Unit.

1.28 “Manager” shall mean such Person retained by the Board to perform certain functions of the Board and the Master Association pursuant to this Master Declaration.

1.29 “Master Association” shall mean the Mayflower Lakeside Master Owners Association, Inc., a Utah nonprofit corporation, formed by Declarant under the Utah Revised Nonprofit Corporation Act, and its successors and assigns. The Master Association shall register

with the Utah Department of Commerce within ninety (90) days of the recordation of this Master Declaration. Within ninety (90) days after a change of any information provided in the Master Association's registration with the Utah Department of Commerce, the Board shall submit an updated registration in the manner established by the Utah Department of Commerce and the applicable law. The Master Association is organized to administer and enforce the covenants and provisions of this Master Declaration and to exercise the rights, powers and duties set forth in this Master Declaration.

1.30 "Master Association Land" shall mean such part or parts of the Project, together with the Improvements thereon, and other real property which Declarant owns, controls or manages for as long as the same are owned, controlled or managed by the Master Association.

1.31 "Master Association Maintenance Area" shall mean that portion of a Development Parcel that is improved with grass, trees, shrubs, landscape features, vegetation, roadways, driveways, parking areas, pools, recreational facilities, or recreational areas, but which is not improved with a building intended as a residential dwelling, including, but not limited to, a townhouse or condominium building. During the Declarant Control Period Declarant, and after the Declarant Control Period ends, the Master Association shall have sole and absolute discretion to make a final determination regarding what constitutes a Master Association Maintenance Area and may record any instrument it deems reasonably necessary to depict or otherwise identify the Master Association Maintenance Areas.

1.32 "Master Declaration" shall mean this Master Declaration of Covenants, Conditions, Easements, and Restrictions for Mayflower Lakeside (A Planned Community), as amended from time to time.

1.33 "Master Plan" shall mean that certain Master Plan, dated September 24, 2018, for the Project which, among other things, creates and depicts the Development Parcels (described individually thereon as a numbered "Parcel") entitled MAYFLOWER MARINA-EAST MASTER PLAN, as the same may be amended from time to time.

1.34 "Master Rules" shall mean the master rules and regulations for the Project adopted by the Board in accordance with the Bylaws, as may be amended from time to time.

1.35 "Member(s)" shall mean the Parcel Associations who shall be Class A Members and the Declarant or Declarant Affiliates who shall be the Class B Member as provided in Section 4.1 below.

1.36 "Membership" shall mean a membership in the Master Association and the rights granted to the Parcel Associations and Declarant pursuant to Article 4 below to participate in the Master Association.

1.37 "MIDA" shall mean the Utah Military Installation Development Authority.

1.38 "MIDA Documents" shall mean the Military Recreation Facility Project Area Plan – Part 2, adopted December 17, 2018, as amended.

1.39 “Mortgage” shall mean any mortgage, deed of trust, or other security instrument (including the seller’s rights under a contract for deed) by which any portion of a Development Parcel, Lot or Unit, or any part thereof or interest therein, is encumbered in good faith as security for the payment of a debt or obligation. A “First Mortgage” is a Mortgage having priority as to all other Mortgages encumbering any Development Parcel, Lot or Unit thereon, or any part thereof or interest therein. An “Eligible Mortgage” is a First Mortgage(s) held by an Eligible Mortgagee.

1.40 “Mortgagee” shall mean a Person named as the Mortgagee, beneficiary, or holder of the seller’s interest under any Mortgage by which the interest of any Owner of a Development Parcel, Lot, Unit, or any portion thereof or interest therein, is encumbered, or any successor to the interest of such Person under such Mortgage. A “First Mortgagee” means any Person holding a First Mortgage including any insurer or guarantor of a First Mortgage. An “Eligible Mortgagee” means a First Mortgagee that has requested notice of certain matters from the Master Association in accordance with Section 12.1 below in respect of (i) a Development Parcel; (ii) a Lot or (iii) a Unit owned by one Owner, or two or more Owners as joint tenants or tenants in common.

1.41 “Municipal Authority” shall mean any applicable governmental entity or municipality which has jurisdiction over all or some part of the Project including without limitation Wasatch County, Utah.

1.42 “Open Space Area” shall mean a portion of the Property that is the subject of an Open Space Use Restriction. Open Space Areas are generally identified on recorded Plats; provided, however, the exact location and size of any Open Space Area shall not be determined until such time as the same are actually completed pursuant to phases of the Project or pursuant to Parcel Declarations and Plats which identify such. Subject to the Governing Documents and during the Declarant Control Period, Declarant hereby reserves for itself, its successors and assigns, the unilateral right to dedicate, remove, realign, or adjust Open Space Areas throughout the Project. Each Parcel Developer and Owner hereby irrevocably constitutes and appoints the Declarant as each such Parcel Developer or Owner’s true and lawful attorney-in-fact in such Owner’s name, place, and stead for the purpose of signing any plats or other documents necessary to effectuate such dedication, removal, realignment or adjustment. Acceptance by any Owner of a deed or other instrument of conveyance shall constitute appointment of the attorney-in-fact as herein provided. Further, each Parcel Developer and Owner specifically acknowledges and agrees that it shall cooperate with Declarant or Declarant Affiliate by executing an instrument in form, substance and content as may be necessary in order to effectuate the purposes described in this Section 1.42.

1.43 “Open Space Use Restriction” shall mean any dedication, conservation easement, open space preservation agreement or other restriction of use by which Declarant, a Parcel Developer or the Master Association dedicates a certain portion of the Property for continued use as open space and/or for outdoor recreational uses, as the same may be amended from time to time.

1.44 “Owner” shall mean (i) any Person(s), including the Declarant and/or Declarant Affiliates, who is/are record holder(s) of legal, beneficial or equitable title to the fee simple interest of any Development Parcel, Lot, Unit, or any portion thereof or interest therein

including, without limitation, one who is buying a Development Parcel, Lot, Unit, or any portion thereof or interest therein, under a recorded contract or recorded notice of such contract, but excluding others who hold an interest therein merely as security; and (ii) any Person(s) entitled to occupy all of a Development Parcel, Lot, Unit, or portion thereof or interest therein, under a lease or sublease for an initial term of at least five (5) years in which case the lessee or sublessee, rather than the fee owner of the Development Parcel, Lot, Unit, or portion thereof, shall be deemed the Owner thereof for purposes of this Master Declaration during the term of said lease or sublease.

1.45 “Parcel Association” shall mean any incorporated or unincorporated association of Owners which is formed to facilitate the management, maintenance and/or operation of a portion of one or more of the Development Parcels.

1.46 “Parcel Declaration” shall mean a separate recorded declaration as established by Declarant or any Parcel Developer, subject to Declarant or the Design Review Committee approval as described in Section 2.15 below, which imposes, expressly or by reference, additional restrictions and obligations on the land described therein. Each Parcel Declaration shall be subject to and subordinate to the Governing Documents. The Declarant expressly reserves the right to excuse in writing any Parcel Developer from the obligation to record a Parcel Declaration against subsequent Development Parcels.

1.47 “Parcel Developer” shall mean the Owner, including Declarant or Declarant Affiliate, of a Development Parcel who plans to develop or subdivide such Development Parcel into Lots, or creating, improving and constructing Lots or Units thereon for resale to the public, or other subdivision, development, and/or resale purposes for its own benefit or in the ordinary course of its business.

1.48 “Parks and Facilities” shall mean those park areas or facilities as shown on a plat for any Development Parcel; provided, however, the exact location and size of the Parks and Facilities shall not be determined until such time as the same are actually constructed pursuant to phases of the Project or pursuant to Parcel Declarations and Plats which identify such Parks and Facilities. Each Park or Facility shall be accessible by Owners in any portion of the project, Owner guests, and members of the general public as required by the Governing Documents, including, but not limited to the MIDA Documents.

1.49 “Person” shall mean any individual or entity, including a corporation, partnership, limited partnership, limited liability company, trustee or trust, unincorporated or incorporated association, or any other entity with the legal right to hold title to real property; provided, however, that the term “Person” shall not mean or refer to the Municipal Authority.

1.50 “Plans and Specifications” shall mean plans and specifications to be submitted to the Design Review Committee as provided in Section 8.5.

1.51 “Plat” shall mean any subdivision plat or condominium plat affecting the Project filed in the office of the County Recorder of Wasatch County, Utah, as such may be amended from time to time, including, but not limited to, any such recorded plats or maps with respect to all or any portion of the Additional Land.



1.52 “Project” shall mean the residential planned community known as the Mayflower Lakeside, including, but not limited to all Property as defined below.

1.53 “Property” shall mean all of the real property described in Recital B above and in Exhibit “A” attached hereto. The term “Property” shall also include any of the Additional Land that is made subject to this Master Declaration by the recordation of a Supplemental Declaration, as such is defined below in Section 2.8, which inclusion shall be effective from and after the date of recordation of such Supplemental Declaration.

1.54 “Public Rights” shall mean the rights of the public to use the Parks and Facilities, Trails, and other Common Elements on the Property to the extent described in the Development Documents, this Master Declaration or any other recorded instrument reflecting such Public Rights over any portion of the Property. Public Rights include the right of access to those Trails shown on the Master Plan for hiking and other permitted purposes.

1.55 “Reserves” shall mean those reserves anticipated in Section 5.1 below.

1.56 “Special Assessment” shall mean assessments which the Master Association may levy from time to time against Development Parcels, in addition to the Common Assessments, for unexpected Common Expenses or other purposes as provided in Section 5.1.3 below which are to be paid by the Member or other obligor to the Master Association.

1.57 “Special Service Districts” shall mean one or more special service districts, including without limitation the Jordanelle Special Service Districts, which may be or have been established to provide the Project with, among other things, waste water treatment and disposal services, fire protection service, road maintenance, emergency services, special lighting facilities for nonstandard street lights, culinary water and facilities including pump stations, snow plowing and school bus stop shelters.

1.58 “Specific Assessment” shall mean the charge against a particular Member or Owner and the Member’s or Owner’s Development Parcel, Lot or Unit, directly attributable to the Member or Owner, equal to (i) the charge to such Member or Owner for particular items, services, administrative fees or benefits provided by the Master Association at such Member’s or Owner’s request; or (ii) the costs incurred by the Master Association for corrective action performed pursuant to the provisions of this Master Declaration, plus interest thereon and fees (including attorney’s fees) and costs.

1.59 “Trail(s)” shall mean the trail system to be used for hiking and other permitted purposes situated on the Property and shown on the Master Plan; provided, however, the exact locations of the trails are subject to change and shall not be determined until the same are constructed as part of phases of the Project or as part of Development Parcels created by Parcel Declarations and Plats.

1.60 “Unit” shall mean a ‘condominium unit’ located within the Project as that term is defined in the Utah Condominium Ownership Act, Utah Code Ann. 57-8-1 *et seq.* A Unit shall *not* include a Development Parcel or a Lot.

## ARTICLE 2

### PROJECT OVERVIEW

2.1 General Purposes. Declarant owns and intends, without obligation, to develop the Property as a planned community to be known as Mayflower Lakeside in accordance with the Development Documents and this Master Declaration, which Project may include condominium projects and planned unit developments, including, but not limited to, townhouse, clustered housing, duplex, zero lot line housing, and recreational uses, as well as public and private roadways, open space, trails and other recreational amenities, which may be open to the public. Declarant intends that this Master Declaration establish and provide for the continued maintenance of the Project as an attractive and desirable resort community.

2.2 No Condominium. Declarant and each Owner hereby agree and understand that the Property is **not**, by execution and recording of this Master Declaration, being submitted to the provisions of the Utah Condominium Ownership Act, §§ 57-8-1, *et seq.*, Utah Code Ann. (the “Condominium Act”). This Master Declaration does not constitute a declaration as provided for in the Condominium Act.

2.3 Densities and Entitlements. Nothing in this Master Declaration shall be considered to grant to Declarant development rights that exceed or that are in conflict with the Master Plan or the conditions of the Final Approval of the Project, as contained in the official minutes and record of the applicable Municipal Authority. The densities and entitlements for the Project are generally established in the Final Approval, and are further defined in the Master Plan, the Development Agreement and in this Master Declaration. The terms and provisions of this Section 2.3 shall be subject to the appropriate Municipal Authority’s review and approval and a recorded amendment to the Master Plan if required by Utah law or Wasatch County ordinances. Declarant reserves the right to develop the Project to include up to three-hundred thirty five (335) ERUs or such greater number of ERUs which have been or may be granted by the appropriate Municipal Authority or established in the Development Documents. Declarant specifically reserves the right to request, seek and/or petition the Municipal Authority for additional ERUs or increased density in connection with the Project, as it shall determine in its sole and exclusive discretion, without obtaining the prior approval or consent of the Master Association, or any Parcel Developer, Owner or any other third party. Each Parcel Developer and Owner hereby agree and acknowledge that the Declarant may unilaterally increase the density associated with the Project, and such increased density, if granted by the Municipal Authority, may modify the number, size and type of developments located within the Project. Declarant presently intends, without obligation, to utilize the ERUs to include three-hundred thirty five (335) ERUs for residential development in accordance with the terms and conditions of the Development Documents. Declarant has and reserves the right, without obligation, to develop the Project to include (i) multi-story residential condominium projects consisting of up to one hundred eighty (180) Units, together with associated underground parking garages; (ii) residential development consisting of up to two hundred (200) Lots utilizing the ERUs permitted in the Development Documents; and (iii) other Improvements as permitted in the Development Documents. Declarant intends that as each Development Parcel is developed, a Parcel Declaration will be recorded to establish the permissible uses as well as the use restrictions of property within each Development Parcel. Subject to the Development Documents, Declarant

also reserves the sole and exclusive right to determine how each Development Parcel is or is not developed. The Project will consist of the following Development Parcels:

2.3.1 Development Parcel 1 – Mayflower Lakeside Village Condos. To consist of a multi-family residential condominium project utilizing sixty-three (63) ERUs.

2.3.2 Development Parcel 2 – Mayflower Lakeside Village Townhomes. To consist of a multi-family residential townhome project utilizing ninety-six (96) ERUs.

2.3.3 Development Parcel 3 – Mayflower Lakeside Village South Condos. To consist of a multi-family residential condominium project utilizing seventy-two (72) ERUs.

2.3.4 Development Parcel 4 – Mayflower Lakeside Village South Townhomes. To consist of a multi-family residential project utilizing one hundred four (104) ERUs.

2.4 Transfer of ERUs. Declarant reserves the right to transfer the ERUs between Development Parcels (including increasing the size of the same) in the event that any Development Parcel listed above is not developed because any of the Additional Land is not added to the Project by a recorded plat as provided for herein. In addition, Declarant hereby reserves for itself, its successors and assigns, the unilateral right to transfer the ERUs between and among the Development Parcels owned by the Declarant in the event Declarant or Declarant Affiliate does not utilize all of the ERUs assigned to a Development Parcel in the development of such Development Parcel's Lots or Units ("Transfer"), provided that such Transfer does not enlarge the total maximum number of ERUs at the Project and does not increase the total number of Lots or Units to be developed on the Development Parcel as approved in the Development Documents. Any transfer of ERUs between and among Development Parcels shall require an amendment to the Master Plan, which amendment shall be subject to the requirements of Utah law. Subject to such statutory requirements, Declarant, for itself and any Declarant Affiliate, reserves the right to unilaterally accomplish any such Transfer without the approval or the vote of the Parcel Developers, the Members and the Owners by recording an amendment to this Master Declaration and the Master Plan identifying the Transfer, the subject Development Parcels, the ERUs transferred, and the allocation of ERUs with respect to the subject Development Parcels both before and after the Transfer's effective date. Each Parcel Developer shall notify Declarant or Declarant Affiliate in writing in the event such Parcel Developer does not utilize all of the ERUs assigned to the Development Parcel it owns in the development of such Development Parcel's Lots or Units. Declarant or Declarant Affiliate reserves the right, in its sole and exclusive discretion, to reacquire such undeveloped ERUs from the Parcel Developer at no expense to Declarant or Declarant Affiliate upon the Municipal Authority's or the Parcel Developer's determination that no further building permits for construction of Lots or Units will be issued for the Development Parcel based upon the Development Parcel's total maximum ERUs. Should Declarant or Declarant Affiliate exercise its right to reacquire such undeveloped ERUs from any Parcel Developer, then each Parcel Developer specifically acknowledges and agrees that it shall cooperate with Declarant or Declarant Affiliate by executing an instrument in form, substance and content as requested by a Municipal Authority, Declarant or Declarant Affiliate in order to effectuate the purposes described in this Section 2.4. Declarant or Declarant Affiliate may transfer such reacquired undeveloped ERUs between and among the Development Parcels within the Project according to the Transfer procedures set forth above.

2.5 Parks and Facilities. There may exist at the Project certain Parks and Facilities as required by the Development Documents and as further described in the Governing Documents, which are located on certain Development Parcels as the Municipal Authority or MIDA may require, and as may be described in the respective Parcel Declaration or the MIDA Documents, and as may be shown on the respective Plat. The Parks and Facilities are subject to the following provisions:

2.5.1 The construction, management and maintenance of all Parks and Facilities within the Project shall be the sole and exclusive responsibility of the Master Association.

2.5.2 The Parks and Facilities may be subject to Public Rights and may be open to the public, the Master Association, Declarant, Declarant Affiliate, and all Owners, Guests, residents and occupants at the Project in accordance with the Governing Documents, including the MIDA Documents. All other access, including without limitation nighttime and special event access, is strictly subject to the reasonable rules and regulations as may be adopted by the Board, or as may be expressly provided in this Master Declaration. Owners, Guests, occupants and residents shall have the right to use those certain Parks and Facilities located within the Project Common Elements by virtue of ownership or occupancy of a Lot, Unit or Improvement.

2.5.3 The Declarant, while it is in control of the Master Association, or thereafter the Master Association by its Board, hereby covenants and agrees that it shall at all times maintain Master Association Land, including Parks and Facilities in a clean, sightly, safe, and attractive condition and in good repair. Specifically, the Declarant or Master Association shall clear and continue to clear the Parks and Facilities of any weeds, debris, garbage, graffiti, or like items.

2.6 Withdrawable Land. At any time on or before the date which is thirty (30) years form the date that this Master Declaration is recorded, Declarant shall have the right to withdraw property ("Withdrawable Land") from the Project without the consent of any other Owner or Person (other than the Owner of such Withdrawable Land, if other than Declarant). The withdrawal of all or any portion of the Withdrawable Land from the Project shall be effected by Declarant recording a written instrument that shall contain the following information for that portion of the Withdrawable Land which is being withdrawn:

2.6.1 Data sufficient to identify this Master Declaration with respect to that portion of the Withdrawable Land being withdrawn;

2.6.2 The legal description of the portion of the Withdrawable Land being withdrawn;

2.6.3 A statement that such portion of the Withdrawable Land shall thereafter be free and clear of the covenants, restrictions, easements, charges, and liens set forth in this Master Declaration; and

2.6.4 Such other matters as may be necessary, desirable, or appropriate and as are not inconsistent with any limitation imposed by this Master Declaration

2.7 Withdrawable Land Not Subject to Master Declaration. Upon the date any supplement contemplated above is recorded, it shall automatically supplement this Master Declaration and any supplements previously recorded and upon the withdrawal of any Withdrawable Land from the Project pursuant to this Section 2.7, such property shall no longer be subject to any of the covenants, conditions and restrictions set forth in this Master Declaration.

2.8 Additional Land and Right to Expand. Declarant reserves the right, but not the obligation, to unilaterally subject all or a portion of the Additional Land to this Master Declaration by the recordation of a supplemental declaration ("Supplemental Declaration") without the consent of any Owner, Member, or third party. Declarant shall identify in each Supplemental Declaration the Additional Land, specify the number of additional Lots or Units, if any or if known, to be added to the Project, and the number of votes and Assessment Units to be allocated to the Additional Land based upon the formulas described in this Master Declaration. Upon recordation of the Supplemental Declaration, the subject Additional Land shall be deemed added to the Property and the number of Lots, Units, ERUs, Assessment Units and votes shall be automatically increased to include the Additional Land's Lots, Units and other items for purposes of this Master Declaration. The Supplemental Declaration may modify any of the covenants, conditions and restrictions otherwise applicable to the Additional Land in the Supplemental Declaration where such changes are deemed necessary in the discretion of the Declarant to address a unique condition affecting or relating to the Additional Land that is the subject of the Supplemental Declaration or to more fairly allocate the benefits and obligations of membership within the Master Association. In the event that Declarant and the owner of any of the Additional Land fail to reach an agreement on the terms of inclusion within the Project, the Additional Land will still have such rights of access and be subject to such limitations as are contained in any other agreements with the owners of the Additional Land. This Master Declaration is not intended as and should not be deemed to constitute any lien, encumbrance, restriction, or limitation upon the Additional Land unless and until it is added to the existing Project in accordance with the provisions of this Section 2.8.

2.9 Master Association and Parcel Associations. In addition to the Master Association, Declarant intends to create separate Parcel Associations covering each Development Parcel located within the Project. Each Parcel Association and its Parcel Declaration shall be subject to and subordinate to this Master Declaration. The Members of the Master Association shall be all Parcel Associations in the Project and Declarant for so long as Declarant holds a Class B Membership pursuant to Section 4.1.1 below. No Parcel Association shall have any authority to contradict or amend the terms of this Master Declaration. As described in Section 3.15 below, Declarant agrees that the Master Association shall maintain, manage and administer the Common Elements and Master Association Maintenance Areas and shall have the duties of administering and enforcing this Master Declaration and of collecting and disbursing the Assessments and charges as further described in this Master Declaration.

2.10 Dedication. In order to further the general purposes stated above, Declarant hereby declares that all of the Property, and any of the Additional Land hereafter made subject to the CAA and this Master Declaration by the recordation of a Supplemental Declaration, shall at all times be owned, held, sold, conveyed, occupied, used, and enjoyed subject to the provisions of this Master Declaration and to the covenants, conditions, restrictions, equitable servitudes, reservations, easements, Assessments, charges, and liens provided, referred to or incorporated

herein, all of which shall run with the Property (and any of the Additional Land made subject hereto), and all of which shall burden, benefit, and be binding upon Declarant, all other Persons having any right, title or interest in the Property (and any of the Additional Land made subject hereto), or any portion thereof, and their respective successors, assigns, heirs, devisees and personal representatives.

2.11 Master Association Land. Notwithstanding the uses contemplated in this Master Declaration, Declarant reserves the right to convey any Development Parcel or other real or personal property owned by Declarant to the Master Association as Master Association Land. Further, Declarant reserves the right to subdivide and convey any portion of a Development Parcel owned by Declarant to the Master Association as Master Association Land. The Master Association shall accept title to any Development Parcel, real property, including any Improvements thereon, and personal property transferred by Declarant, together with the responsibility to perform all administrative and maintenance functions in connection therewith that are not inconsistent with the terms of this Master Declaration. The Master Association shall have the right to manage and maintain any and all of the Master Association Land. The Board shall have the power and right to change the use of any Master Association Land (and in connection therewith, construct, reconstruct, alter or change the Improvements thereon in any manner deemed necessary by the Board to accommodate the new use), provided such new use (i) shall be for the benefit of all of the Members; (ii) shall be consistent with the Governing Documents; and (iii) shall not be inconsistent with the development of any Development Parcel by a Parcel Developer pursuant to the Development Parcel's development plans as approved by the Municipal Authority and the Plans and Specifications as approved by the Design Review Committee. Any construction, reconstruction, alteration or change of the Improvements on Master Association Land shall require the approval of the Design Review Committee.

2.12 Special Service Districts. In connection with the development of the Project and other developments within Wasatch County, Special Service Districts have been or will be formed in order to provide the Project with various services and facilities including but not limited to waste water treatment and disposal services, fire protection service, road maintenance, emergency services, special lighting facilities for non-standard street lights, culinary water and facilities including pumping stations, snowplowing and school bus stop shelters. The Special Service Districts have or will have the power, among other things, to contract, to acquire and construct facilities and to finance the cost thereof by the issuance of bonds and to establish rates and charges that enable the Special Service Districts to operate such facilities as are necessary to fulfill its purposes. Each Parcel Developer, Member and Owner hereby agree and acknowledge that the Project is a part of certain Special Service Districts, may become a part of future Special Service Districts, and that Special Service Districts have or shall have the right and authority to levy taxes, charges and/or assessments upon owners of taxable property within such Special Service Districts. Each Parcel Developer, Member and Owner will be subject to all charges levied by such Special Service Districts and will pay such charges directly to the same. All charges levied by such Special Service Districts against owners of taxable property are and shall be the personal and individual obligation of each Parcel Developer, Member and Owner, and such charges do not constitute a Common Expense.

2.13 Readjustment of Development Parcel Line Boundaries. Declarant hereby reserves for itself, Declarant Affiliate and Declarant's successors and assigns, the right to effectuate minor realignment and adjustment of Development Parcel boundary lines for purposes of proper

configuration and final engineering of the Project; provided that any such realignment and adjustment does not affect any actual or proposed Lot, Unit or Improvement (other than landscaping) on the affected Development Parcel. The authority to realign and adjust such Development Parcel boundary lines shall be exclusively reserved to the Declarant, Declarant Affiliate and Declarant's successors or assigns, in their sole and reasonable discretion, subject to the other provisions of this Section 2.13. All Owners hereby specifically acknowledge and agree that they shall cooperate with Declarant to effectuate such minor realignment and adjustment of their respective Development Parcel and Lot boundary lines by deed in form and content as requested by the Master Developer for the purposes of proper configuration and final engineering of the Development Parcel and Lots in relationship to the development of the Project. Further, all Parcel Developers acknowledge and agree that no amendment to this Master Declaration or the Master Plan shall be required to effectuate any Development Parcel boundary line adjustments. Moreover, upon Declarant's written request, the Parcel Association shall transfer back to Declarant at no charge any unimproved real property originally conveyed to the Parcel Association, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines. Any adjustment of Parcel or Lot boundary lines shall be done in accordance with the requirements of governing Municipal Authority ordinances and Utah law, including, but not limited to, Utah Code Ann. §17-27a-608, as amended.

2.14 Right to Develop. Notwithstanding anything contained herein to the contrary, no provision of this Master Declaration is intended or shall be construed to prevent or limit Declarant's rights to develop the Project and to exercise the rights reserved by Declarant as hereinafter provided. Nothing in this Master Declaration shall be construed to require Declarant, Declarant Affiliate, or Declarant's successor or assigns, to develop any Development Parcel, Lot, Unit or Improvement in any manner whatsoever.

2.15 Required Approvals for Further Property Restrictions. Subject to the Municipal Authority's review and approval, before further property restrictions are imposed on any Development Parcel or property within the Project, the following approvals must be obtained in writing from the Declarant prior to the Change in Control Date, or thereafter from the Design Review Committee:

2.15.1 All proposed site plans and Plats for any Development Parcel, or any portion thereof (including any Lots into which the Development Parcel is subdivided as provided in this Master Declaration), must be approved in writing by either the Declarant or the Design Review Committee, which approval must be evidenced on the Plat or other instrument creating the subdivision, planned unit development, condominium project or other project prior to recordation thereof or commencement of construction on the applicable Development Parcel. Subsequent to the Declarant's or the Design Review Committee's written approval of a proposed site plan and/or Plat for any Development Parcel, no Parcel Developer shall further subdivide or separate such Development Parcel or the Lots or Units therein created, or any portion thereof, into smaller Development Parcels, Lots, Units or interests without first obtaining the Declarant's or the Design Review Committee's written approval. This provision shall not, in any way, limit Declarant from subdividing or separating into Development Parcels, Lots or Units any property at any time owned by Declarant.

2.15.2 Unless otherwise approved in writing by Declarant prior to the termination of the Declarant Control Period, or thereafter the Design Review Committee, no Units or Improvements shall be constructed on any Development Parcel, nor any two or more Lots developed, until a Parcel Declaration has been recorded with respect to such Development Parcel. No Parcel Declaration or further covenants, conditions, restrictions, easements or other instrument which is to be recorded and which is required by this Section 2.15 to be approved by the Declarant prior to the termination of the Declarant Control Period, or thereafter by the Design Review Committee, shall be effective unless the Parcel Developer has obtained the required approval from the Declarant prior to the termination of the Declarant Control Period, or thereafter of the Design Review Committee, which shall be evidenced by an approval letter signed by an authorized representative of the Declarant or the Design Review Committee. Any covenants, conditions, restrictions, easements or other instrument recorded without obtaining such approval shall be voidable at the Declarant's or the Design Review Committee's option, as appropriate, as it shall determine in its sole and exclusive discretion.

2.15.3 No applications for rezoning, variances or use permits, or for waivers of or modifications to existing variances, use permits, zoning stipulations or similar restrictions shall be filed with a Municipal Authority without the prior written approval of the Declarant prior to the termination of the Declarant Control Period, or thereafter the Design Review Committee, and then only if such proposed zoning, variance or use, or waiver or modification, is in compliance with this Master Declaration and any applicable Parcel Declaration.

2.15.4 As further described in Section 15.2 below, all proposed marketing and advertising materials must be submitted to the Declarant prior to the termination of the Declarant Control Period, or thereafter the Design Review Committee, for the sole and limited purpose of ensuring that such materials are consistent with the overall Project development scheme and concept described in Governing Documents. This provision or Section 15.2 below, or the Declarant's or the Design Review Committee's approval of such marketing and advertising materials, shall not, in any way, constitute a representation or warranty regarding the authenticity or reliability of such materials, and Declarant and the Design Review Committee hereby disclaim all express or implied warranties regarding the same.

2.15.5 Notwithstanding the foregoing, neither the Declarant nor any Declarant Affiliate shall be required to seek or obtain any of the approvals or consents otherwise required under this Section 2.15 as to any Lot, Unit, Development Parcel, Improvement, or any portion of either, owned by the Declarant or any Declarant Affiliate.

2.16 Design Review Fee. The Declarant, prior to the termination of the Declarant Control Period, or thereafter the Design Review Committee, shall have the right to charge any Owner a reasonable fee for reviewing requests for approval of any construction, installation, alteration, addition, repair, change, replacement or other work pursuant to this Master Declaration, as the Declarant prior to the termination of the Declarant Control Period, or thereafter the Design Review Committee, shall determine in their sole and exclusive discretion. The design review fee shall be payable at the time the application for approval is submitted to the Declarant prior to the termination of the Declarant Control Period, or thereafter the Design



Review Committee. Such fee, if established and charged by the Declarant or the Design Review Committee, shall be set at such reasonable level as the Declarant or the Design Review Committee may estimate will be necessary to defray the reasonable costs and expenses of the Declarant prior to the termination of the Declarant Control Period, or thereafter the Design Review Committee, in reviewing and evaluating any such request or application, and may include, if the Declarant or the Design Review Committee deems it reasonably necessary under the circumstances, an amount to cover the reasonable costs of professional consultation to the Declarant prior to the termination of the Declarant Control Period, or thereafter the Design Review Committee, by an architect, engineer, attorney or other consultant. Such design review fees shall be collected by the Design Review Committee and remitted to the Declarant prior to the termination of the Declarant Control Period, or thereafter the Master Association, to help defray the costs and incidental expenses of the Design Review Committee, including without limitation the cost of consultants' and attorneys' fees.

2.17 Legal Description of a Development Parcel. Every contract for sale, deed, lease, mortgage, trust deed, or other instrument relating to a Development Parcel may legally describe the Development Parcel as follows:

*Development Parcel No. \_\_\_\_ / Unit No. \_\_\_\_ or Lot No. \_\_\_\_  
according to the official instrument entitled [\_\_\_\_],  
duly recorded [\_\_\_\_, 20\_\_, in Book \_\_\_\_, at Page \_\_\_\_,  
in the official records of the Recorder of the County of Wasatch,  
State of Utah.*

Any legal description substantially in the form provided above or which is otherwise sufficient to identify the Development Parcel, Unit or Lot shall be good and sufficient for all purposes to sell, convey, transfer and encumber or otherwise affect a Development Parcel, Unit or Lot and all rights and easements appurtenant thereto.

### ARTICLE 3

#### MAYFLOWER MASTER ASSOCIATION

3.1 Relationship of Associations. The Mayflower Lakeside Master Association, Inc. shall be the Master Association for the Project and shall do such things as are within its powers and as may reasonably be required to maintain the Project and its Common Elements as a harmonious, attractive, and desirable community. The Members of the Master Association shall be Declarant, the Parcel Developer (prior to the Transfer Date defined below) and the Parcel Associations. Unless excused in writing by Declarant, as required by such controlling Parcel Declaration, a separate Parcel Association shall be formed for each Development Parcel. Declarant reserves the right to authorize the formation of the same Parcel Association for any combination of Development Parcels, as it may determine in its sole and exclusive discretion. The members of a Parcel Association shall be the Owners of Lots and Units constructed on the Development Parcel. The duties and powers of the Master Association shall relate to the Property as a whole, while the duties and powers of a particular Parcel Association shall relate only to its particular Development Parcel, as applicable. In particular, the Master Association, acting through the Board, shall have the powers and duties provided in this Master Declaration,

the Articles and the Bylaws, and such additional powers as shall be reasonable and necessary for the Master Association to accomplish the purposes of this Master Declaration.

3.2 Development Parcels. Except as otherwise provided in this Master Declaration or unless excused in writing by Declarant, every Lot and Unit shall be located within a Development Parcel and subject to a Parcel Declaration including any assessment provisions contained therein. In the discretion of the Declarant and Parcel Developer(s) of each Parcel, the Lots and Units within a particular Development Parcel may be subject to additional covenants.

3.2.1 Each Parcel Declaration shall initially assign the property described therein to a specific Development Parcel by name, which Development Parcel may be then existing or newly created. As part of the approval process, Declarant or the Design Review Committee, as appropriate, reserves the right to approve the specific name and related project marketing and advertising materials as further described in Section 2.15 above and Section 15.2 below.

3.2.2 Prior to such time as a Parcel Association is formed by Declarant or a Parcel Developer, the articles of incorporation and bylaws or other governing documents for such Parcel Association must be approved in writing by the Declarant prior to Change in Control Date, and thereafter the Design Review Committee. The governing documents for such Parcel Association shall specify that the rights of its members are subject and subordinate to the provisions of this Master Declaration and the other Governing Documents.

3.3 Operation and Maintenance. In order to establish and preserve a coordinated plan of development, uniform maintenance standards, complementary and consistent appearance throughout the Project, equitable allocation of maintenance costs, and to promote the purposes and operations of the Project as a whole, the Master Association shall have the obligation and right to operate, manage, regulate, maintain, repair and replace all Common Elements and Master Association Maintenance Areas within the Project. All real property or improvements for which Master Association has responsibilities as provided in this Section 3.3, shall be deemed Improvements regardless of where they are located within the Project, including, but not limited to, on any Development Parcel within the Project. In addition, the Master Association may operate, manage, maintain, and repair other areas and facilities within the Project as the Board may determine to be in the best interest of the Owners and the Project generally, and to the extent necessary to comply with any maintenance agreements entered into between Declarant or the Master Association and any governmental entity. Without limiting the foregoing, the Master Association shall operate, manage, regulate, maintain, repair and replace:

3.3.1 All private roads (if any), walkways, drainage and storm water devices, lighting, bridges, tunnels, gates and gate houses, parking areas and facilities, recreational amenities, and other facilities constituting the Common Elements, including, without limitation, cleaning and resurfacing, snow removal, sanding and salting, trash removal, signs regulating speed, revegetation and the placement of signs.

3.3.2 All wells, water lines, storm drainage, and water quality systems, and related equipment and facilities, specifically including all obligations to inspect,

maintain, repair and replace storm water and water quality systems and facilities, which obligations are included, in the maintenance agreement.

3.3.3 Trees, shrubs, plants and other vegetation in the Common Elements and Open Space Areas.

3.3.4 Common portions of driveways serving two or more Lots and associated and adjacent Improvements on any Lots.

3.3.5 Any surface, subsurface, or above-surface Common Elements including Trails, Parks and Facilities, or other Common Elements situated within the Project.

3.4 Health and Safety. Subject to the disclaimers of representations set forth in Section 17.3 below, the Master Association may, without obligation, provide services for the maintenance of health and safety within the Project including, without limitation, providing facilities, services, and/or personnel for fire protection, emergency medical services, security, the collection and disposal of solid waste and refuse, and animal control.

3.5 Board of Directors and Officers. The affairs of the Master Association shall be conducted by a Board of up to seven (7) directors (odd numbered totals only) and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws as the same may be amended from time to time. The initial Board shall be composed of at least three (3) directors. The Board may also appoint various committees and appoint the Manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Master Association. The Board shall determine the compensation to be paid to the Manager. The Board's responsibilities and powers shall include, but shall not be limited to, the following rights and authority:

3.5.1 Grant any and all easements or rights-of-way reasonably related to the development of the Project, including without limitation such easements that (i) are required by utilities to serve the Project; (ii) as may be required by (and subject to) the provisions of the Development Documents; (iii) for the purpose of completing all Improvements contemplated by this Master Declaration, including but not limited to Improvements to the Additional Land; and (iv) easements for ingress and egress for pedestrian or vehicular traffic over, through and across the Common Elements, or for any other reasonable purpose, subject to the Board's right to adopt reasonable rules and regulations in connection with the hours of access to, use of, and other reasonable restrictions regarding such easements. The Board shall have the right to relocate and/or reconfigure any and all such easements from time to time as it sees fit without the consent of any Owners (but subject to any necessary approvals of the controlling Municipal Authority); provided, however, that in the event such relocation or reconfiguration results in a materially adverse encroachment on a Development Parcel, Common Element, Lot or Unit, such relocation or reconfiguration shall require the advance written consent of the Owner of such property. Each and every Parcel Developer and Owner hereby agrees and acknowledges that he, she or it will execute such further and additional instruments as may be requested by the Master Association documenting the Master Association's right to grant any and all easements or rights-of-way hereunder, in form satisfactory to the Master Association.

3.5.2 Employ or contract with and perform all or any part of the duties and responsibilities of the Master Association, and delegate its powers to committees, officers and employees.

3.5.3 Take such actions as may reasonably be necessary or desirable to enforce the terms and provisions of the Governing Documents or any Parcel Declaration, including, without limitation, the power to:

3.5.3.1 In a non-emergency situation, after thirty (30) days' written notice, without being liable to any Owner or Parcel Association, enter upon any Development Parcel, Lot, Unit, Improvement or Common Element, for the purpose of enforcing by peaceful means the provisions of this Master Declaration, the Design Guidelines, or any Parcel Declaration, or for the purpose of maintaining or repairing any such Development Parcel, Lot, Unit, Improvement or Common Element.

3.5.3.2 In an emergency situation, after best efforts to give notice, without being liable to any Owner, immediately exercise self-help in any emergency situation and enter upon any Development Parcel, Lot, Unit, Improvement or Common Element, for the purpose of removing any safety, fire hazard or other emergency situation on any Development Parcel, Lot, Unit, Improvement or Common Element which the Parcel Association, Owner or other responsible Person refuses or fails to remove immediately. Such self-help shall include, without limitation, the Master Association's right to tow vehicles that are in violation of the Master Rules.

3.5.4 Take such actions as may reasonably be necessary or desirable to comply with and enforce, to the extent applicable to the Master Association, the terms and provisions of the Development Documents and the Open Space Use Restrictions.

3.5.5 Contract with such Persons as may reasonably be necessary or desirable to effectuate the purposes of this Master Declaration, including, without limitation, contractors to collect and dispose of solid waste and refuse, contractors to operate a shuttle or other transportation system within the Project, contractors to provide security services, and the like.

3.5.6 Own or dedicate and maintain Open Space Areas, and grant and impose restrictive covenants, conditions, restrictions, recreational and Trail easements and conservation easements with respect to Open Space Areas. Notwithstanding anything to the contrary herein, the exact location and size of any Open Space Area shall not be determined until such time as the same are actually completed pursuant to phases of the Project or pursuant to Parcel Declarations and Plats which identify such. Subject to the Governing Documents and during the Declarant Control Period, Declarant hereby reserves for itself, its successors and assigns, the unilateral right to dedicate, remove, realign, or adjust Open Space Areas throughout the Project. Each Parcel Developer and Owner hereby irrevocably constitutes and appoints the Declarant as each such Parcel Developer or Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of signing any plats or other documents necessary to effectuate such

dedication, removal, realignment or adjustment. Acceptance by any Owner of a deed or other instrument of conveyance shall constitute appointment of the attorney-in-fact as herein provided. Further, each Parcel Developer and Owner specifically acknowledges and agrees that it shall cooperate with Declarant or Declarant Affiliate by executing an instrument in form, substance and content as may be necessary in order to effectuate the purposes described in this Section 3.5.6 and Section 1.43.

3.6 Insurance. The Master Association shall maintain such policy or policies of liability and fire insurance with respect to the Common Elements and personal property owned by the Master Association as provided herein.

3.7 Assessments. The Master Association shall levy and collect all Assessments as provided herein.

3.8 Master Rules. By a majority vote, the Board may, from time to time and subject to the provisions of this Master Declaration, adopt, amend and repeal rules and regulations to be known as the Master Rules. The Master Rules may reasonably restrict and govern the activities and conduct of any Owner, resident or occupant, or his or her family, Guests, invitees, licensees or tenants at the Project subject to the Board's reasonable discretion. However, the Master Rules shall not be inconsistent with the Governing Documents, shall be uniformly applied and shall not differentiate between or among any class or group of Members or Owners unless there is a reasonable basis for such differential treatment, and shall not unreasonably interfere with the rights of any Mortgagee. Master Rules must comply with the limitations set forth in the CAA.

3.9 Transportation. The Master Association may provide facilities, services, and/or personnel for the operation of shuttle and other transportation to, from and within the Project.

3.10 Recreation. The Master Association may provide, operate, and maintain recreational facilities and programs for Owners and Guests including, without limitation, clubhouses, spa facilities, the Trails and other recreational amenities.

3.11 Professional Management. The Master Association may carry out through the Manager those of its functions which are properly subject to delegation. The Manager so engaged shall be an independent contractor and not an agent or employee of the Master Association, shall be responsible for managing the Project for the benefit of the Master Association and the Members, and shall, to the extent permitted by law and by the terms of the agreement with the Master Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Master Association itself. Any such management agreement may be terminated by the Declarant without cause at any time prior to the Change in Control Date, or by the Master Association without cause at any time after the Change in Control Date. The above termination provisions shall not apply to any other types of service contracts.

3.12 Implied Rights. The Master Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all rights and powers of the Master Association may be exercised by the Board without a vote of the Members. The Board may institute, defend, settle, or intervene on behalf of the Master Association in mediation, binding or non-binding

arbitration, litigation, or administrative proceedings in matters pertaining to the Common Elements, enforcement of the Governing Documents, or any other civil claim or action. However, the Governing Documents shall not be construed as creating any independent legal duty to institute litigation on behalf of or in the name of the Master Association or its Members. In exercising the Master Association's rights and powers, making decisions on behalf of the Master Association, and conducting the Master Association's affairs, the members of the Board shall be subject to, and their actions shall be judged in accordance with, the standards set forth in the Bylaws.

3.13 Promotion and Marketing. In addition to the Declarant and Declarant's Affiliates, the Master Association may conduct programs that do not conflict with the Declarant or Declarant's Affiliates, for the promotion of the Project as an attractive and desirable community, and may promote, publicize, and conduct conferences and special events.

3.14 Personal Liability. No director or any Member of the Master Association, no officer of the Master Association and no Manager or employee of the Master Association shall be personally liable to any Owner, Guest, resident, occupant or to any other Person, including the Master Association or Parcel Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Master Association, the Board, the Manager, the Design Review Committee, any representative or employee of the Master Association or any committee, committee member or officer of the Master Association; provided, however, the limitations set forth in this Section 3.14 shall not apply to any Person who has failed to act in good faith or has engaged in willful or intentional misconduct.

3.15 Title to the Common Elements. Subject to the right of Wasatch County, if any, to require the conveyance of certain open space to a governmental or qualified conservation entity, Declarant may in its discretion convey or assign (where Declarant owns less than the title) all of its right, title and interest, if any, in and to the Common Elements to the Master Association, free and clear of all encumbrances and liens, except for the following:

3.15.1 Easements, conditions and reservations set forth in this Master Declaration or any Plat;

3.15.2 The provisions of the Development Documents and the Open Space Use Restrictions.

3.15.3 Liens for taxes and Assessments;

3.15.4 The terms of other easements, and reservation interests in Declarant's chain of title, excluding financial liens; and

3.15.5 The Public Rights.

3.16 Taxes on Common Elements. Taxes or Assessments levied or assessed against or upon the Common Elements shall be paid by the Master Association and shall constitute a portion of Common Expenses. Each Owner shall execute such instruments and take such action as may be reasonably specified by the Master Association to obtain separate real estate tax Assessments on the Owner's Development Parcel, Lot or Unit or on the Common Elements

located within a particular Development Parcel. If any taxes or assessments may, in the opinion of the Master Association, nevertheless be a lien on more than one Development Parcel, Lot or Unit not under common ownership, or any part thereof, they may be paid by the Master Association, and each Owner shall be obligated to pay or reimburse the Master Association for, as the case may be, the taxes and assessments assessed by the Wasatch County Assessor or other taxing authority against the Owner's Development Parcel, Lot or Unit or the Common Element located within a particular Development Parcel.

3.17 Damage or Destruction to Common Elements. Damage to or destruction of all or any portion of the Common Elements shall be handled in the following manner, notwithstanding any provision in this Master Declaration to the contrary:

3.17.1 In the event of damage or destruction to any Common Element, and if the insurance proceeds are sufficient to effect total restoration, then the Master Association shall cause such Common Element to be repaired and reconstructed substantially as it previously existed.

3.17.2 If the insurance proceeds are insufficient to effect total restoration, then the Master Association shall cause such Common Element to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment against each of the Owners, in accordance with the provisions of this Master Declaration.

3.18 Change of Use of Master Association Land. The Board shall have the power and right to change the use of any portion or portions of the Project and other real property that the Master Association now or hereafter owns in fee for as long as the Master Association is the owner of the fee which constitutes Master Association Land (and in connection therewith, construct, reconstruct, alter or change the Improvements thereon in any manner deemed necessary by the Board to accommodate the new use), provided such new use (i) shall be for the benefit of all of the Members; (ii) shall be consistent with the Governing Documents; and (iii) shall not be inconsistent with the development of any Development Parcel by an Owner pursuant to the Development Parcel's development plans as approved by the appropriate Municipal Authority and the Design Review Committee. Any construction, reconstruction, alteration or change of the Improvements on Master Association Land shall require the approval of the Design Review Committee.

3.19 Master Association Additional Rights. The Master Association shall have the following additional rights:

3.19.1 In accordance with the Articles, Bylaws and this Master Declaration, the Master Association shall have the right to borrow money or pledge Assessments for any reasonable purpose as the Board shall determine in its sole and exclusive discretion, including without limitation for the purpose of improving the Common Elements and in aid thereof. Moreover, the Master Association shall have the right to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights so granted by the Master Association shall be subordinated to the rights of the Owners to retain an undivided

ownership interest in the Common Elements, and to use and occupy the same as described herein.

3.19.2 The right of the Master Association to suspend the voting rights and rights to use the Common Elements, except for ingress and egress to the Owner's Development Parcel, Lot or Unit, by an Owner for any period during which any Assessment against the specific Development Parcel remains unpaid and delinquent, and for a period not to exceed thirty (30) days for any single infraction of the Master Rules.

3.19.3 The right of the Master Association to dedicate, release, alienate, lease or transfer all or any part of the Common Elements to any public or private entity, agency, authority or utility for such purposes and subject to such conditions as may be agreed to by seventy-five percent (75%) of the total voting interests assigned to each Development Parcel. The vote required in the preceding sentence shall not be applicable to transfers contemplated under the Development Documents or the Governing Documents.

3.19.4 The right of the Master Association to reconstruct, replace or refinish any Improvement or portion thereof upon the Common Elements.

3.19.5 The right of the Master Association to plant and maintain trees, shrubs, ground cover and other vegetation upon any portion of the Common Elements or the Master Association Maintenance Areas or on the Development Parcel or Lots under Section 6.1.2.

Nothing in this Section 3.19, or elsewhere in this Master Declaration, shall limit, amend or otherwise restrict the Master Association's and/or Declarant's broad powers and rights to execute, grant, transfer, convey, and/or reserve those certain easements, licenses and rights-of-way specifically described in Article 6 below.

## ARTICLE 4

### MEMBERSHIPS AND VOTING

#### 4.1 Membership in the Master Association.

4.1.1 Membership Classes. The Master Association shall have two classes of Membership: Class A Members and a Class B Member. Each Parcel Developer of a Development Parcel prior to the Transfer Date, and thereafter the Parcel Association for that Development Parcel, shall be a Class A Member of the Master Association. The Declarant or Declarant Affiliates shall be the Class B Member in the Master Association until the Change in Control Date.

4.1.2 Parcel Developers. Until such time as management and control of a Development Parcel is transferred to a Parcel Association following the change in control date as defined in the applicable Parcel Association's Parcel Declaration ("Transfer Date"), the Parcel Developer or his or her agent shall have the right to vote all votes attributable to the Development Parcel at any Master Association meeting. Moreover, prior to the Transfer Date, the Parcel Developer shall be responsible for all of the



covenants, duties and obligations appurtenant to such Development Parcel, including without limitation the duty to pay Assessments, as the Owner thereof. From and after the Transfer Date for each Development Parcel, the president of each Parcel Association shall cast all of the votes to which such Parcel Association is entitled at the Master Association meetings, and the president, or another officer of the Parcel Association designated by the president, shall be entitled to attend any meetings of the Master Association. In addition, from and after the Transfer Date for each Development Parcel, the Owners of the Lots and Units shall be individually responsible for all of such Owner's covenants, duties and obligations described in this Master Declaration, including without limitation the duty to pay Assessments via their membership in a Parcel Association as may be further described in such controlling Parcel Declaration.

4.2 Voting. Each Member shall be entitled to the following voting rights, calculated based on the Membership type (Class A or Class B) and the total number of ERUs assigned to the Development Parcel owned by or affiliated with that Member pursuant to the Governing Documents (including such greater amount of ERUs which have been or may be granted by the appropriate Municipal Authority or established in the Development Documents):

4.2.1 Each Class A Member is assigned one (1) vote per ERU assigned to its respective Development Parcel by the Governing Documents, subject to the authority of the Board to suspend the voting rights of the Member for violations of this Master Declaration in accordance with the provisions hereof. The total number of ERUs for each Development Parcel is set forth below. The votes of each Class A Member may be cast in total or split within the discretion of the Parcel Developer or the Parcel Association, as the case may be. Pursuant to the Governing Documents, and subject to Declarant's unilateral right to transfer ERUs between and among Development Parcels as set forth in Section 2.4 above, and further subject to such greater amount of ERUs which have been or may be granted by the appropriate Municipal Authority or established in the Development Documents, the maximum number of Class A votes assigned to each respective Development Parcel as of the date of this Master Declaration following Declarant's conveyance of record title to a Development Parcel to a Parcel Developer shall be as follows:

4.2.1.1 Development Parcel 1 shall be entitled to sixty-three (63) votes.

4.2.1.2 Development Parcel 2 shall be entitled to ninety-six (96) votes.

4.2.1.3 Development Parcel 3 shall be entitled to seventy-two (72) votes.

4.2.1.4 Development Parcel 4 shall be entitled to one hundred four (104) votes.

4.2.2 During the Declarant Control Period, Declarant and Declarant Affiliates shall be a Class B Member of the Master Association and shall be entitled to three (3) votes for each ERU assigned to each Development Parcel owned by Declarant or Declarant Affiliate. Declarant's Class B Membership shall expire with respect to each Development Parcel owned by Declarant or a Declarant Affiliate upon the earlier to occur of (i) the Change in Control Date for such Development Parcel; or (ii) the date

Declarant or Declarant Affiliate shall transfer such Development Parcel to a Person other than Declarant or a Declarant Affiliate; or (iii) when the Declarant, in its sole and exclusive discretion, so determines. Thereafter, the Class B Membership for such Development Parcel shall be considered "terminated" under this Master Declaration and Declarant and Declarant Affiliates shall be Class A Members of the Master Association with respect to such Development Parcel and shall be entitled to one (1) vote per ERU assigned to Development Parcels it owns.

4.3 Exercise of Voting Rights. The vote for each Development Parcel shall be exercised by the Parcel Developer prior to the Transfer Date, and thereafter by the Parcel Association as provided in Section 4.1.2 above. The Parcel Developer or the Parcel Association, as the case may be, may cast all votes assigned to such Development Parcel as determined by the Parcel Developer, or in accordance with the respective Parcel Association's governing documents.

4.4 Membership and Ownership Rights. Each Member and each Owner shall have the respective rights, duties and obligations set forth in this Master Declaration and such other rights, duties and obligations as are set forth in the Governing Documents, as the same may be amended from time to time.

4.5 Transfer Fee. Subject to the Board's sole and exclusive discretion, each purchaser of a Development Parcel, Lot or Unit may be subject to a transfer fee payable to the Master Association immediately upon becoming the Owner of the Development Parcel, Lot or Unit in such amount as is established from time to time by the Board, to reimburse the Master Association for costs incurred by the Master Association in connection with transfer of title to such new Owner; provided that no such transfer fee shall be payable with respect to (i) the creation of any Mortgage; (ii) in connection with any foreclosure of a First Mortgage; (iii) the exercise of a power of sale available under a First Mortgage; (iv) the taking of a deed or assignment in lieu of a foreclosure by a First Mortgagee; or (v) the conveyance by a First Mortgagee of a deed in respect of a Development Parcel, Lot or Unit, or part thereof or interest therein, to a grantee if such First Mortgagee shall have obtained title to such Development Parcel, Lot or Unit, or part thereof or interest therein, pursuant to subclause (ii), (iii) or (iv) above.

4.6 Action. Unless a greater than simple majority of the Membership is specified as being required in the Articles, or unless any decision is specified in the Bylaws or this Master Declaration as requiring the approvals of a particular class of Members, any provision requiring the vote or approval of the Members shall require the approval of a simple majority of all Member votes present in person or by proxy at a meeting of the Members at which a quorum is present. Any provision of this Master Declaration or the Articles or Bylaws requiring the vote or approval of a particular class of Membership shall require the approval of a simple majority of all votes of the class present in person or by proxy at a required meeting of the Members at which a quorum of the class is present.

## ARTICLE 5

COVENANT FOR ASSESSMENTS AND CREATION OF LIEN

5.1 Assessments. The Master Association shall have the right to levy and collect Assessments as provided in this Section 5.1. Each Member is deemed to covenant and agree to pay to the Master Association all such Assessments as the Master Association shall duly levy.

5.1.1 Purpose of Common Assessments. Common Assessments levied by the Master Association shall be based upon advance estimates of the Master Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with the Master Association maintenance obligation, including, but not limited to, maintenance and operation of the Common Elements, Master Association Maintenance Areas, and operating the Master Association. Such estimated expenses may include, without limitation, the following: i) expenses to promote the common health, safety, benefit, recreation and welfare of the Members and Owners; ii) expenses to meet any obligations imposed on, growing out of, connected to, incurred or assumed by the Master Association to cover costs, including overhead and administrative costs, for the operation of the Master Association; iii) expenses to establish impound accounts as may be required by any governmental entity; iv) the Board's establishment and creation of adequate Reserves, surplus and/or sinking funds for Common Elements or maintenance, repair, and replacement of the Common Elements; and v) all expenses related to the operation, management, maintenance, repair, and replacement of the Common Elements and Master Association Maintenance Areas, which estimates may include, among other things, expenses of snow removal, taxes, premiums for all insurance which the Master Association is required or permitted to maintain pursuant to this Master Declaration, wages for Master Association employees, compensation of a Manager, legal and accounting fees, and any other expenses and liabilities which may be incurred by the Master Association for the benefit of the Members and Owners. Such expenses shall constitute the Common Expenses, and all funds received from Assessments under this Section 5.1 shall be part of the Common Expense Fund described in Section 5.1.1.4 below. Common Assessments shall be levied against each Development Parcel, as applicable, and shall be payable in such manner and at such times, including monthly or quarterly installments, as the Board may determine pursuant to Section 5.1.1.3 below.

5.1.1.1 Annual Budget and Fiscal Year. Common Assessments shall be determined on the basis of a fiscal year beginning January 1 and ending December 31 next following; provided that the first fiscal year shall commence upon the earlier of the recording of the first Parcel Declaration or the first conveyance of a Development Parcel, and terminate on December 31 of such year, and thereafter shall be based on the fiscal year of the Master Association as previously described. On or before November 15 of each year thereafter, the Board shall prepare and furnish to each Member, and any Eligible Mortgagee that has requested a copy thereof in writing, or cause to be prepared and furnished to each Member, or any Eligible Mortgagee that has requested a copy thereof in writing, an operating budget for the upcoming fiscal year. The budget shall itemize the estimated Common Expenses for such fiscal year, anticipated receipts (if any) and any deficit or surplus from the prior operating period. The budget

shall serve as the supporting document for the annual Common Assessment for the upcoming fiscal year and as the major guideline under which the Project shall be operated during such annual period. The Board in its sole discretion from time to time may change the fiscal year by its own resolution.

5.1.1.2 Budget Approval. The Board shall present the adopted budget to the Members for their approval at a meeting of the Master Association (“Budget Meeting”), which may be the same as the annual meeting of the Members. A budget is disapproved if within 45 days of the Budget Meeting there is a vote of disapproval by at least 51% of the total votes of all the Members at a special meeting subsequent to the Budget Meeting called for that purpose by the Members pursuant to this Master Declaration. If the budget is disapproved, the budget the Board last adopted that was not disapproved by the Members continues as the budget for the Master Association unless and until the Board presents another budget to the Members and that budget is not disapproved; provided, the Members may not disapprove a budget prior to the Change in Control Date.

5.1.1.3 Notice and Payment. Except with respect to the first fiscal year, the Board shall notify each Member in writing as to the amount of the annual Common Assessment against its Development Parcel on or before December 1 each year for the fiscal year beginning on January 1 next following. Each Common Assessment shall be payable as the Board shall determine in its sole and exclusive discretion; provided, however, the Board shall notify all Members in advance of such payment periods and due dates. Assessments shall commence against all Development Parcels upon the earlier of the recording of the first Parcel Declaration or the recording of a plat for the Development Parcel. All unpaid installments of any Common Assessment shall bear interest at the rate established by the Board not to exceed the lesser of twenty-one percent (21%) per annum or the maximum amount permitted by applicable law fifteen (15) days after the date each such installment became due until paid and the Member shall be liable for a late fee as determined by the Board, and all costs, including attorneys’ fees incurred by the Master Association in collecting the same. In addition, in the event that any installment of the Common Assessment is not paid within fifteen (15) days of the date such installment becomes due, the Master Association may, at its option, and upon fifteen (15) days prior written notice to the Member, accelerate the due date for all remaining unpaid installments of the Common Assessment for the remainder of the fiscal year and all accrued but unpaid interest thereon. Payment of the Common Assessment installments so accelerated shall be due at the expiration of said fifteen (15) day notice period and interest shall accrue on the entire sum at the rate established by the Board not to exceed the lesser of twenty-one percent (21%) per annum or the maximum amount permitted by applicable law from such date until paid in full. The failure of the Board to give timely notice of any Common Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Master Declaration, or a release of any Member from the obligation to pay such Assessment or any other Assessment; but the date when the payment shall become due in such case shall be deferred to a date fifteen (15) days after notice

of such Assessment shall have been given to the Member in the manner provided in this Master Declaration.

5.1.1.4 Common Expense Fund. The Master Association shall establish and maintain two (2) separate and distinct funds, one for operating expenses and one for capital reserve expenses, which funds shall constitute the Reserves. These two (2) funds shall be maintained out of Common Assessments for Common Expenses, which together shall constitute the Common Expense Fund.

5.1.1.5 Reserves; Use of Reserve Funds. The Board shall not expend funds designated as reserves for any purpose other than the repair, restoration, replacement or maintenance of major components of the Common Elements for which the Master Association is responsible and for which the reserve fund was established or for litigation involving such matters. Furthermore, the Board shall not use money in a reserve fund for daily maintenance expenses, unless a majority of the Master Association Members vote to approve the use of the reserve fund money for that purpose. Any such funds so transferred shall constitute a debt of the Master Association, and shall be restored and returned to the reserve account within three (3) years of the date of the initial transfer; provided, however, the Board may, upon making a documented finding that a delay in the restoration of such funds to the reserve account would be in the best interests of the Master Association, delay such restoration until the time it reasonably determines to be necessary. The Board shall exercise prudent fiscal management in the timing of restoring any transferred funds to the reserve account and shall, if necessary, levy a Special Assessment to recover the full amount of the expended funds within the time limit specified above. Any such Special Assessment shall not be subject to the limitations set forth in Sections 5.1.1.7 or 5.1.3 below.

(a) Reserve Analysis. At least once every six (6) years the Board shall cause a reserve analysis to be conducted of the reserve account of the Master Association and its adequacy to satisfy anticipated future expenditure requirements. The Board shall, thereafter, review the reserve account study at least every three (3) years and shall consider and implement necessary adjustments to reserve account requirements and funding as a result of that review. Any reserve analysis shall include, at a minimum:

(b) Identification of the major components which the Master Association is obligated to repair, replace, restore or maintain which, as of the date of the study, have a useful life of no fewer than three (3) years but less than thirty (30) years that will reasonably require reserve funds.

(c) Identification of the probable remaining useful life of the components identified in subparagraph (b) above, as of the date of the study.

(d) An estimate of the cost of repair, replacement, and restoration of each major component identified.

(e) An estimate of the total annual contribution to reserve funds necessary to meet the cost to repair, replace, or restore each major component during and at the end of its useful life.

(f) A reserve funding plan that recommends how the Master Association may fund the annual contribution described in Section (e).

5.1.1.6 Providing Reserve Analysis to Owners. Each year the Master Association shall provide a summary of the most recent reserve analysis, including any updates, to each Owner. Owners may receive a complete copy of the reserve analysis upon a request submitted to the Board. Prior to the Change in Control Date as described in Section 1.9 above, Declarant shall provide to each purchaser of a Lot a copy of the Master Association's most recent financial statement that includes any reserve funds held by the Master Association.

5.1.1.7 Reserve Fund Line Item. The Master Association's budget shall include a reserve fund line item as determined by the Board, based on the reserve analysis and the amount the Board determines is prudent under the circumstances. Within forty five (45) days after the day on which the Master Association adopts its budget, the Owners may veto the reserve fund line item by a fifty one percent (51%) vote at a special meeting called by the Owners for the purpose of voting whether to veto the reserve fund line item. If the Owners veto a reserve fund line item and a reserve fund line item exists in a previously approved budget of the Master Association that was not vetoed, the Master Association shall fund the reserve account in accordance with that prior reserve fund line item.

5.1.2 Purpose of Specific Assessments. Specific Assessments levied by the Master Association shall be levied against a particular Development Parcel and to each Member associated therewith, to cover costs, including overhead and, administrative costs, for:

5.1.2.1 Providing particular services, items, or benefits to a Development Parcel, Lot, Unit or Improvement at the request of the Owner thereof or Member associated therewith pursuant to a list of special services which the Board may authorize from time to time including, without limitation, snow removal, landscape maintenance, and handyman services, and which Assessments may be levied in advance of providing such special services.

5.1.2.2 Enforcing any provision of the Governing Documents and any Parcel Declaration against any Member or Owner, or of bringing any Development Parcel, Lot, Unit or Improvement into compliance with such requirements.

5.1.2.3 Maintenance, repairs, or replacements of or within the Common Elements arising out of or caused by the willful or negligent act or omission of a Member or an Owner or the Owner's Guests.

5.1.3 Purpose of Special Assessments. The Board may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Special Assessments shall be levied against each Development Parcel and to each Member associated therewith, and shall be payable in such manner and at such times, including installments over time, as the Board may determine. The Board may levy Special Assessments for any reason, as it shall determine in its sole and exclusive discretion, including without limitation Special Assessments for the purpose of defraying, in whole or in part, the cost of any design, permitting, construction, reconstruction, repair, and replacement of a capital improvement of or upon the Common Elements, including fixtures and personal property related thereto.

5.2 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Development Parcel owned by it, hereby covenants and agrees, and each Member is deemed to covenant and agree, to pay to the Master Association all Assessments levied as provided herein, and each such Assessment together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge on the Development Parcel and shall be a continuing lien upon the Development Parcel against which such Assessment is made. The Master Association shall have a lien on each Lot or Unit for all Assessments levied against the Development Parcel within which the Lot or Unit is located for all other fees and charges payable to the Master Association by the Owner of the Lot or Unit pursuant to this Master Declaration and/or the applicable Parcel Declaration. Recording of this Master Declaration constitutes record notice and perfection of the Assessment lien. The Board may, at its option, record a notice of lien setting forth the name of the delinquent Owner as shown in the records of the Master Association, the legal description of the Lot or Unit against which the notice of lien is recorded and the amount claimed to be past due as of the date of the recording of the notice, including interest, lien recording fees and reasonable attorneys' fees. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Master Association or Board to take some action or perform some function required to be taken or performed by the Master Association or Board under this Master Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Master Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any Municipal Authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Member. The Assessments together with interest, costs and reasonable attorney's fees, shall be a charge on the Development Parcel and shall be a continuing servitude and lien upon the Development Parcel against which each such Assessment is made. Each and every Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Parcel Association, or the Parcel Developer prior to the Transfer Date as described in Section 4.1.2 above, at the time when the Assessment fell due.

5.3 Adjustment of Assessments. The Master Association may phase-in its budget for Assessment purposes during the first three years after the commencement of Assessments under Section 5.6 with approximately equal monthly additions so that the amount of the budget (determined based on assumed full operation) collected in the first month will be one-thirty sixth (1/36) of the normal monthly Assessment under the full budget, the amount collected will be two-thirty sixths (2/36) of the normal monthly Assessment in the second (2<sup>nd</sup>) month, and so on, until the full normal monthly amount is collected in the thirty-sixth (36<sup>th</sup>) month. The Master

Association shall reduce its expenditures to not exceed its collections in these phase-in months. Further, in the event that a Plat is recorded, or any Additional Land is made subject to this Master Declaration, the Board shall have the power to make equitable and reasonable adjustments in the amounts of Assessments (or installments thereof) so as to take into account (i) any increases in Assessments payable to the Master Association resulting from the inclusion of new Parcel Associations or the annexation of the Additional Land; and (ii) any increases in Common Expenses resulting from the inclusion of new Parcel Associations or the annexation of the Additional Land.

5.4 Multiple Assessments Levied Against Development Parcel Resulting from Merger or Combination. Whenever two (2) or more adjacent Development Parcels are combined, then the resulting combined new Development Parcel shall be considered a single Development Parcel for all purposes except voting and Assessments, and shall be assessed as two (2) Development Parcels and shall have two (2) Class A Memberships appurtenant to the combined Development Parcel.

5.5 Assessment Percentage. All Assessments of the Master Association payable during a calendar year shall be prorated among the Development Parcels and any Parcel Associations in existence at the beginning of the calendar year utilizing the following Assessment Percentages:

5.5.1 The basis for all assessments is the number of Assessment Units allocated to each Development Parcel. Each Owner hereby agrees and acknowledges that the number of Assessment Units allocated to each Development Parcel shall be calculated pursuant to the provisions of this Master Declaration and may be different from the exact number of ERUs permitted by the Municipal Authority in order to develop such Development Parcel and construct certain Improvements thereon. The number of Assessment Units will be the same as the total number of ERUs allocated to each such Development Parcel, subject to such greater amount of ERUs which have been or may be granted by the appropriate Municipal Authority or established in the Development Documents. As of the date of this Master Declaration, the total number of Assessment Units allocated to all Development Parcels is three hundred and thirty-five (335).

5.5.2 For purposes of Assessment Unit allocation, as of the date of this Master Declaration, the Development Parcels shall each have the Assessment Units shown on the following Assessment Table, which shall be amended from time to time as set forth in Section 5.5.5 below:

ASSESSMENT TABLE

Development Parcel Identification.	ERUs
Development Parcel 1	63
Development Parcel 2	96
Development Parcel 3	72
Development Parcel 4	104



Development Parcel Identification.	ERUs
Total:	335

5.5.3 The Assessment Percentage attributable to each Development Parcel shall be determined by dividing the number of Assessment Units attributable to each Development Parcel by the total number of Assessment Units in the Project, as such Assessment Units may be modified subject to such greater amount of ERUs which have been or may be granted by the appropriate Municipal Authority or established in the Development Documents, or subject to such greater or lesser amount of ERUs resulting from the Declarant’s or Declarant Affiliate’s Transfer of ERUs between and among Development Parcels according to the procedures set forth in Section 2.4 above.

5.5.4 As Parcel Associations are created in the development of Development Parcels, the number of Assessment Units attributable to each Lot and/or Unit in a Development Parcel shall be determined, and shall be the same as the number of ERUs allocated by Declarant to such Development Parcel. ERUs and Assessment Units for each Development Parcel shall be calculated based on the following formula, or such other formula applied by the Municipal Authority, from time to time, to the Project.

CONFIGURATION	ERU’S/ ASSESSMENT UNITS
Condominium	.75
All other Lots	1.00

By way of example, but not by way of limitation, if a condominium project were created on Development Parcel No. 1 comprised of seven (7) buildings each with twelve (12) one thousand five hundred (1,500) square foot condominium units, the association created for each condominium building would be allocated nine (9) Assessment Units [12 condos @ .75 ERU per unit = 9]. After the creation of the first condominium building, the remaining portion of Development Parcel 1 would have fifty-four (54) Assessment Units [63 original Assessment Units, less the 9 Assessment Units allocated to the first building in the condominium project]. Similarly, if a three (3) phase townhome project were created on Development Parcel No. 2, the first two (2) phases consisting of a total of thirty-four (34) townhomes with each townhome being between two thousand three hundred (2,300) to three thousand three hundred (3,300) square feet the Parcel Association created for such townhome project would be allocated thirty-four (34) Assessment Units [34 Townhomes @ 1.00 ERU per townhome = 34]. After the creation of the first two (2) phases of Townhomes, the remaining portion of Development Parcel 2 would have sixty-two (62) Assessment Units [96 original Assessment Units, less the 34 Assessment Units allocated to the first two phases in the townhome project].

5.5.5 The Assessment Table above in Section 5.5.2 shall also be unilaterally amended in the event of any transfer of ERUs between Development Parcels, as set forth

in Section 2.4 above. Moreover, the Assessment Table shall be unilaterally amended in the event that the appropriate Municipal Authority has granted or may grant such greater amount of ERUs in connection with the Project or as established in the Development Documents. Any such amendment to the Assessment Table may be made by the Declarant alone, without the vote, joinder or consent of any other party.

5.5.6 Each Member shall be obligated to pay that portion of each Assessment determined by multiplying the total Assessment by the Assessment Percentage of said Member. Except in the event of an approved transfer of ERUs between Development Parcels as set forth in Section 2.4 above, each Member shall be obligated to pay the full Assessment amount assessed against such Development Parcel based upon the formula described in this Section 5.5, regardless of whether or not the Owner or Parcel Developer thereof purposefully or mistakenly underutilized the total number of ERUs assigned to such Development Parcel.

5.6 Date of Commencement of Assessments. Except as provided in Section 5.7 below, Assessments shall commence against all Development Parcels upon the earlier of the recording of the first Parcel Declaration or the recording of a plat for the Development Parcel. The first Common Assessment shall be adjusted according to the number of months remaining in the fiscal year of the Master Association. In the event the amount budgeted to meet Common Expenses for the then current fiscal year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may either reduce the amount of Common Assessments or may abate collection of Common Assessments, as it deems appropriate. Nothing in this Section shall require the Board either to abate or reduce the amount of Common Assessments.

5.7 Declarant Subsidy. Notwithstanding any other provision of this Master Declaration to the contrary, prior to the Change in Control Date, Declarant reserves for itself and all Declarant Affiliates (collectively referenced as the "Subsidizing Party"), in its sole and exclusive discretion, the right to subsidize the Master Association (rather than paying a full assessment share for each Development Parcel, Unit, or Lot it owns) for the amount by which (i) the actual cost and expense of operating and administering the Master Association and maintaining reasonable reserves for maintenance, replacement and repairs and for contingencies, all as provided in this Master Declaration, exceeds (ii) the total amount of Assessments levied against and collected from Owners other than the Subsidizing Party. The subsidy required of the Subsidizing Party under this Section may be in the form of cash or in the form of "in-kind" contributions of goods or services, or in any combination of the foregoing, provided that "in-kind" contributions of goods or services must directly reduce the Master Association's costs and expenses for which an Assessment is being levied. The Subsidizing Party shall make payments or contributions in respect to its subsidy obligations under this Section at such time as the Board may reasonably request from time to time as necessary to ensure that there are sufficient funds available for payment of Master Association costs and expenses and accumulation of adequate reserves (but in any event not more often than monthly). At the end of each fiscal year, either (a) the Subsidizing Party shall pay or contribute to the Master Association such additional funds, goods or services (or any combination thereof) as may be necessary, when added to all other funds, goods and services paid or contributed by the Subsidizing Party during such fiscal year, to satisfy in full the Subsidizing Party's subsidy obligations under this Section for such fiscal year; or (b) the Master Association shall pay to the Subsidizing Party or credit against the Subsidizing Party's subsidy obligation for the immediately following fiscal year, as the Subsidizing Party

may elect, the amount, if any, by which the total of all payments or contributions paid or made by the Subsidizing Party during such fiscal year exceeded the total subsidy obligation of the Subsidizing Party for such fiscal year under this Section. Within thirty (30) days of the end of each fiscal year, the Board shall make an accounting of the Subsidizing Party's subsidy obligations for that period, what amounts have been paid by the Subsidizing Party (in cash, goods or services) with respect to such obligations, and what amounts are due. A copy of the accounting shall be made available for review by Members upon request. Subsequent to the Change in Control Date, the Subsidizing Party shall pay twenty five percent (25%) of the Assessment attributable to each Development Parcel, Lot, or Unit which it owns until completion and sale of the Development Parcel, Lot or Unit to an unrelated third-party Owner. Subsequent to the Subsidizing Party's sale, conveyance and/or transfer of a Development Parcel, Lot or Unit to a third-party Owner, such Owner shall pay the full Assessment attributable to such Development Parcel, Lot or Unit for that remaining portion of the year during which he, she or it owes.

5.8 Report to Members. The Board shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Master Association for each fiscal year, and shall cause to be distributed a copy of each such statement to each Member. The Board shall prepare and distribute to the Membership of the Master Association at the time of delivery of notice of each proposed Common Assessment pursuant to Section 5.1, a written, itemized estimate of the expenses to be incurred by the Master Association during such year in performing its functions under this Master Declaration, less any expected income and accounting for any surplus from the prior year's Assessments.

5.9 Excess Funds. The Master Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining. The Master Association shall not be obligated to reduce the amount of the annual Common Assessment in the succeeding year if a surplus exists from a prior year, and the Master Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Master Association and the accomplishment of its purposes.

5.10 Effect of Non-payment of Assessments: Remedies of the Master Association. Any installment of an Assessment not paid within fifteen (15) days after the due date shall bear interest from the due date of such installment to the date paid at a rate of twenty-one percent (21%) per annum as further described in Section 5.1.1.3. If any installment of an Assessment is not paid within fifteen (15) days after it is due, the Parcel Developer or Parcel Association responsible therefore may be required further by the Board to pay a late charge of the greater of one hundred dollars (\$100.00), five percent (5%) of the amount of the delinquent installment, or such other amount as determined by the Board. The Board reserves the right to modify the interest charges and late fees in its sole and absolute discretion from time to time. The Board is authorized to impose one or more fines against Owners, but before assessing a fine under this Section 5.9, the Board shall (a) notify the Owner, resident or occupant of the violation; and (b) inform the, resident or occupant that a fine will be imposed if the violation is not remedied within the time provided in the Master Association Rules, which shall be at least 48 hours. Unpaid fines may be collected as an unpaid Assessment as set forth in this Master Declaration or under Utah law. A fine assessed under this Section 5.9 shall (1) be made only for a violation of a rule, covenant, condition, or restriction that is specifically listed in the Governing Documents;

(2) be in the amount specifically provided for in the Governing Documents for that specific type of violation or in an amount commensurate with the nature of the violation; and (3) accrue interest and late fees as provided in this Master Declaration for the payment of delinquent Assessments. An Owner who is assessed a fine under this Section 5.9 may request a hearing as provided in Section 5.14 below.

5.11 Enforcement. The Master Association may enforce the payment of the Assessments by taking any or all of the following actions, concurrently or separately (and by exercising any of the remedies hereinafter set forth, the Master Association does not prejudice or waive its right to exercise the other remedy):

5.11.1 Bring an action at law and recover judgment against the Member personally obligated to pay the Assessments; and

5.11.2 Foreclose the Assessment lien against each Development Parcel, Lot or Unit within the Project in accordance with then prevailing Utah law relating to the foreclosure of mortgages or deeds of trust (including the right to recover any deficiency), the method recognized under Utah law for the enforcement of a mechanic's lien which has been established in accordance with Chapter 1, Title 38, Utah Code Annotated, as amended from time to time, or any other means permitted by law, and the Lot, Unit or Development Parcel may be redeemed after foreclosure sale if provided by law.

5.11.3 Notwithstanding subordination of an Assessment lien as described in Section 5.13, the delinquent Member shall remain personally liable for the Assessments and related costs after his membership is terminated by foreclosure or deed in lieu of foreclosure or otherwise.

5.12 Foreclosure. Any foreclosure pursuant to Section 5.11.2 above shall be conducted in accordance with the following procedures:

5.12.1 Scope of Lien. In any foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Master Association any Assessments against the Development Parcel, Lot or Unit which shall become due during the period of foreclosure, and all such amounts shall be secured by the lien being foreclosed.

5.12.2 Trustee. The Declarant, Master Association and each Owner hereby convey and warrant pursuant to Utah Code Annotated Sections 57-1-20 and 57-8a-302 to Coalition Title Agency, with power of sale, the Development Parcel, Lots or Units and all Improvements for the purpose of securing payment of Assessments under the terms of this Master Declaration. Provided, however, the Master Association reserves the right to substitute and appoint a successor trustee as provided for in Title 57, Chapter 1, Utah Code Annotated. The Master Association may, through its duly authorized agents, bid on the Development Parcel, Lot or Unit at any foreclosure sale and acquire, hold, lease, mortgage and convey the same. The trustee appointed hereunder, and any successors, shall not have any other right, title or interest in the Project beyond those rights and

interests necessary and appropriate to foreclose any liens against Units, Lots or Development Parcels arising pursuant hereto.

5.12.3 Nonjudicial Foreclosure. At least thirty (30) calendar days before initiating a nonjudicial foreclosure, the Master Association shall provide notice ("Foreclosure Notice") to the Owner that is the intended subject of the nonjudicial foreclosure. The Foreclosure Notice shall: (i) notify the Owner that the Master Association intends to pursue nonjudicial foreclosure with respect to the Owner's Development Parcel, Lot or Unit to enforce the Master Association's lien for unpaid assessments; (ii) notify the Owner of the Owner's right to demand judicial foreclosure in the place of nonjudicial foreclosure; (iii) be sent to the Owner by certified mail, return receipt requested and be included with other Master Association correspondence to the Owner; and (iv) be in substantially the following form:

**NOTICE OF NONJUDICIAL FORECLOSURE  
AND RIGHT TO DEMAND JUDICIAL  
FORECLOSURE**

The Mayflower Lakeside Master Association, Inc., a Utah corporation (the "Association"), the Association for the project in which your Development Parcel, Lot or Unit is located, intends to foreclose upon your Development Parcel, Lot or Unit and allocated interest in the Common Elements using a procedure that will not require it to file a lawsuit or involve a court. This procedure is being followed in order to enforce the Association's lien against your Development Parcel, Lot or Unit and to collect the amount of an unpaid assessment against your Development Parcel, Lot or Unit, together with any applicable late fees and the costs, including attorney fees, associated with the foreclosure proceeding. Alternatively, you have the right to demand that a foreclosure of your property be conducted in a lawsuit with the oversight of a judge. If you make this demand and the Association prevails in the lawsuit, the costs and attorney fees associated with the lawsuit will likely be significantly higher than if a lawsuit were not required, and you may be responsible for paying those costs and attorney fees. If you want to make this demand, you must state in writing that "I demand a judicial foreclosure proceeding upon my lot or parcel," or words substantially to that effect. You must send this written demand by first class and certified U.S. mail, return receipt requested, within fifteen (15) days after the date of the

postmark on the envelope in which this notice was mailed to you. The address to which you must mail your demand is MAYFLOWER LAKESIDE DEVELOPMENT, LLC, 5320 SOUTH 900 EAST, SUITE 230, MURRAY, UTAH 84117.

5.12.4 Demand for Judicial Foreclosure. The Master Association may not use a nonjudicial foreclosure to enforce a lien if an Owner mails the Master Association a written demand for judicial foreclosure: (i) by U.S. mail, certified with a return receipt requested; (ii) to the address stated in the Foreclosure Notice; and (iii) within fifteen (15) days after the date of the postmark on the envelope of the Foreclosure Notice.

5.13 Subordination of Assessment Lien to First Mortgage; Priority of Lien. The Assessment lien provided for herein shall be subordinate to any First Mortgage and shall also be subject and subordinate to liens for taxes and other public charges which by applicable law are expressly made superior. Except as above provided, the Assessment lien shall be superior to any and all charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon each Development Parcel, Lot or Unit. Sale or transfer of any Development Parcel, Lot or Unit shall not affect the Assessment lien; provided, however, that if the sale or transfer is pursuant to foreclosure of a First Mortgage to which the Assessment lien is subordinate, or pursuant to any sale or proceeding in lieu thereof, the purchaser at the mortgage foreclosure or deed of trust of sale, or any grantee taking by deed in lieu of foreclosure, shall take the Development Parcel, Lot or Unit free of the Assessment lien for all Assessments that have accrued up to the date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure; provided, however, that such First Mortgage foreclosure sale purchaser or grantee shall take subject to all Assessments and the Assessment lien therefor accruing subsequent to the date of issuance of a sheriff's or trustee's deed or deed given in lieu of foreclosure.

5.14 Termination of Delinquent Owner's Rights. The Board may terminate a Delinquent Owner's (defined below) right to access and use Common Elements within the Project, except for ingress and egress to and from such Owner's Lot, Unit, or Development Parcel, and may suspend Delinquent Owner's Master Association voting rights (together the "Owner's Rights"). Before terminating the Owner's Rights, the Board shall give the Delinquent Owner notice ("Notice of Delinquency") of such termination. The Notice of Delinquency shall state: (a) that the Master Association will terminate any of the Owner's Rights, if the Master Association does not receive payment of the assessment owed to the Master Association within fourteen (14) days after the Delinquent Owner receives the Notice of Delinquency; (b) the amount of the Assessments due, including any interest or late payment fee; and (c) the Owner's right to request a hearing. A Delinquent Owner may submit a written request to the Board for an informal hearing to dispute the amounts due. Such request shall be submitted within fourteen (14) days after the date the Delinquent Owner receives the Notice of Delinquency. The Board shall conduct the informal hearing in accordance with the standards provided in the Bylaws. If a Delinquent Owner requests a hearing, the Master Association may not terminate the Owner's Rights until after the Board conducts the hearing and enters a final decision. If the Master Association terminates the Owner's Rights, the Master Association shall take immediate action to reinstate the service or right following the Owner's payment of the Assessments, including any interest, late payment fee or other charges. The Master Association may assess an Owner for the cost associated with reinstating a service or right that the Master Association terminates and

demand that the estimated cost to reinstate the utility service be paid before the service is reinstated, if the estimated cost is included in the Notice of Delinquency. As used in this Section, "Delinquent Owner" means an Owner who fails to pay an Assessment or other amounts owed to the Master Association when due.

5.15 Owner's Right to Cure. In the event Assessments or other charges payable to the Master Association by the Parcel Developer or Parcel Association pursuant to this Master Declaration may or have become delinquent on the Development Parcel, Unit or Lot due to the Parcel Developer or Parcel Association's failure to timely pay such Assessments or charges, then the Board may in its sole and exclusive discretion, but shall not be obligated to, give notice of the delinquent Assessment or charges to each Owner owning a Development Parcel, Lot or Unit in the respective delinquent Parcel Association and any Eligible Mortgagee that has requested notice of such delinquency from the Master Association in a reasonable manner as determined by the Board. In the event the Board determines that it will give such notice to each Owner owning a Development Parcel, Lot or Unit in the delinquent Parcel Association, then the Board shall have the absolute right at any reasonable time to inspect and copy the Parcel Developer's sales records or the Parcel Association's membership register, so long as the Master Association agrees not to use, or allow the use of, the information from the sales records or membership register for commercial or other purposes not reasonably related to the business of the Master Association. Notwithstanding the forgoing, the Parcel Association shall give notice of the delinquent Assessment to each Owner owning a Development Parcel, Lot or Unit in the respective Parcel Association, and shall send a courtesy copy to the Master Association and to each Eligible Mortgagee in respect thereof. The Parcel Developer or Parcel Association shall cause notice to be given to each Owner within three (3) days after the Parcel Developer or Parcel Association knows or has reason to know that its delinquent payment may or has become a delinquent Assessment. The Parcel Association's notice to each Owner shall set forth:

5.15.1 The name of the Parcel Association as shown in the records of the Master Association;

5.15.2 The name of the Owner as shown in the records of the Parcel Developer or Parcel Association;

5.15.3 The legal description or street address of the Owner's Lot or Unit;

5.15.4 The total amount payable to the Master Association by the Parcel Association, including interest, recording fees, reasonable attorneys' fees, court costs, collection costs and other sums payable to the Master Association; and

5.15.5 The pro-rata amount the individual Owner must pay in order to prevent or release an Assessment lien from being recorded against his, her or its Lot, Unit or Development Parcel.

Notwithstanding the forgoing, the Parcel Developer or Parcel Association's success or failure to give proper notice to an Owner within its respective delinquent Parcel Developer or Parcel Association shall not affect the validity of the Assessments or charges established by the Board nor relieve any Parcel Developer, Parcel Association or Member from its obligation to pay such Assessments or charges. Any Owner who owns a Lot or Unit located within the delinquent

Development Parcel or Parcel Association, or any combination of Owners therein, may jointly or singly pay their portion of the Parcel Developer or Parcel Association's delinquent Assessment and other charges. Upon receipt by the Master Association of payment in full by the Owner(s) of his, her, its or their pro-rata share of the Parcel Developer or Parcel Association's delinquent Assessment and charges, including but not limited to interest, recording fees, reasonable attorneys' fees, administrative costs, court costs, expert fees, collection costs and all other sums payable to the Master Association by the Parcel Developer or Parcel Association, the Board shall release or forgo recording an Assessment lien against the Owner's or Owners' individual Lot(s) or Unit(s), or part thereof or interest therein, located within the delinquent Parcel Developer or Parcel Association.

5.16 Cumulative Remedies. The Assessment liens and the rights of foreclosure and sale hereunder shall be in addition to and not in substitution for all other rights and remedies which the Master Association and its assigns may have hereunder and by law, including, a suit to recover a money judgment for unpaid Assessments, as above provided.

## ARTICLE 6

### EASEMENTS AND THIRD PARTY RIGHTS

6.1 Easements Reserved by Declarant. Declarant hereby reserves the right to utilize the easements provided in this Section 6.1, or reserves the right to grant the easements described in this Section 6.1.

6.1.1 Construction Easements and Related Rights. Declarant hereby reserves for the benefit of Declarant and the Master Association the rights from time to time:

6.1.1.1 To establish easements to permit Declarant to construct, maintain, repair and replace any Improvements necessary or required for the full development of the Project on property owned by Declarant, on the Common Elements and on the Development Parcels as necessary;

6.1.1.2 To establish and use non-exclusive perpetual utility and other easements, leases, permits or licenses on, over, upon, across, above, under and through the Common Elements for uses including, but not limited to, mountain access roads and other limited access roads, paths, sidewalks and Trails; any facilities necessary or useful for transit purposes, including means of transportation to, from and within the Project; shuttle stops and related structures and signage; mailbox structures; gardens, sprinkler systems and other landscaping changes, Improvements and appurtenances (including without limitation, removal of trees and other vegetation subject to any necessary Municipal Authority approvals); ponds and water tanks; drainage facilities; monuments; recreational areas and facilities; parking areas; ducts, shafts and flues; conduit installation areas; storage facilities for supplies and equipment; earth walls and other road supports; lighting; and/or signage;

6.1.1.3 To grant and create other interests, reservations, exceptions and exclusions for the best interest of the Master Association and for the benefit of



any Member or Owner or all Members or Owners, provided that any such action taken and any easement, lease, permit or license, interest, reservation, exception or exclusion established does not unreasonably impair the use of the Common Elements or the building areas of Development Parcels or Lots designated on the Plat for their respective intended purposes; and

6.1.1.4 To modify, expand, contract and affix the exact locations of the Trails as shown on the Master Plan as Declarant shall determine in its sole and exclusive discretion, subject to the approval of the Municipal Authority, and to unilaterally accomplish any such modification to the Trails without the approval or the vote of the Parcel Developers, the Members and the Owners by recording an amendment to the Master Plan and to this Master Declaration, if required, which identifies the exact locations and specifications of the Trails.

6.1.2 Landscaping and Drainage Easements. Declarant hereby reserves for itself and the Master Association an easement, across Development Parcels, except the portions thereof occupied by Improvements, and within all Common Elements:

6.1.2.1 To revegetate, beautify or maintain portions of Development Parcels located adjacent to road rights of way;

6.1.2.2 To beautify and maintain portions of Development Parcels to the extent necessary, in Declarant's judgment, to mitigate through landscaping any potential unpleasant visual aspect of the Project;

6.1.2.3 To revegetate disturbed portions of the Property in order to control erosion, to beautify the Property or to restore the Property to a natural condition after damage by natural or man-made causes;

6.1.2.4 To preserve, improve, maintain, restore and revegetate natural and man-made storm drainage ways across Development Parcels, including the building areas of Development Parcels which include drainage ways, and to convey water in those drainage ways; and

6.1.2.5 To construct, operate, maintain, repair and replace storm detention and water quality structures on Development Parcels, including within the building areas of Development Parcels as is necessary.

No Owner of a Development Parcel, Lot, Unit or Improvement shall interfere with the established drainage pattern over the Owner's Development Parcel, Lot, Unit or Improvement. For purposes of this Master Declaration, "established drainage" on any Development Parcel, Lot, Unit or Improvement is defined as the drainage pattern and facilities in existence at the time that Declarant or a Parcel Developer conveys such Development Parcel, Lot, Unit or Improvement to a purchaser. Except as otherwise provided herein, this paragraph reserving rights to landscape or revegetate shall not create an obligation on the part of Declarant or the Master Association to landscape or revegetate any portion of the Property. Further, in the event any such landscaping or revegetation is undertaken by Declarant or the Master Association, the Declarant or the

Master Association shall not be obligated to guarantee the survival of or to maintain any landscaping or vegetation installed.

6.1.3 Easements for the Benefit of Members and Owners. Declarant hereby reserves for the benefit of all the Members and Owners, the following described perpetual non-exclusive easements over all unimproved portions of the Development Parcels and over Common Elements, for the use and enjoyment of the Development Parcels, Lots, Units and Improvements in accordance with this Master Declaration: easements, including any necessary access rights for the installation, maintenance and repair of utilities and services, whether publicly or privately supplied, for drainage over, across and upon adjacent Development Parcels, Lots, Units and Improvements for water from normal use of adjoining Development Parcels, Lots, Units and Improvements, for the installation and maintenance of Trails, for the construction, maintenance and repair of earth walls, slopes, retaining walls and other Common Element supports, and for installation, maintenance and repair of other Common Elements structures and Improvements. Such easements may be used by Declarant, its successors, and the Master Association for such purposes reasonably necessary for the use and enjoyment of the Development Parcels, Lots, Units, Improvements and the Common Elements. Declarant further expressly reserves for the benefit of the Master Association easements of access, ingress and, egress over the Development Parcels and the Common Elements for the purpose of maintaining, repairing and installing water, gas, electric and other utility lines, sewer pipelines and laterals if necessary, in accordance with the provisions of this Master Declaration, and as otherwise provided by law. Declarant also reserves any other easements referred to on any Plat as reserved by Declarant or for the benefit of the Master Association or for the use and enjoyment of the Members or Owners.

6.1.4 Easements for Offices. Declarant hereby reserves the right to maintain sales offices, management offices, signs advertising the Project, and models in any areas of the Project owned by Declarant or a Declarant Affiliate. Declarant may relocate sales offices, management offices and models to other locations within the Project at any time, in its sole and exclusive discretion. Subject to the Declarant's or the Design Review Committee's written approval as set forth in Section 2.15 above, as to the location of offices or models on the Development Parcel, each Parcel Developer shall have the right to maintain sales offices, management offices and signs advertising any project located on such Development Parcel owned by the Parcel Developer.

6.1.5 Communication Easements. Declarant reserves the right to deploy (install, own, repair, operate, remove, improve, maintain, repair and replace) a communications network and/or other wire facilities, antennas, innerducts, conduits, raceways, moldings, network cabinets, utility equipment and other related equipment (collectively "Communications Facilities") capable of accommodating voice, data, wireless, and video transmissions, and/or other communications services ("Communications Services") at the Property. Declarant hereby exclusively reserves easements for itself, any Declarant Affiliate and their assignees in, upon, over, across, and through the Property to construct, install, operate, remove, improve, maintain, repair and replace the Communications Facilities at suitable locations for such Communications Facilities on the Property. Declarant further reserves a right of access to the Communications Facilities over, across, and through the Property in order to access the

Communications Facilities to exercise the rights established herein, provided, however, that such right of access as described in this Section shall not unreasonably interfere with the use and enjoyment by the Owners of, or ingress to or egress from or access to, their Lots, Units or Improvements or the Common Elements. Declarant may transfer by easement, license agreement or other conveyance the rights reserved hereunder, to one or more communications service providers engaged in the business of providing communications services including, but not limited to voice, data, wireless, video and other communications services (“Communications Service Providers”). Declarant may exercise all of the rights under this Section 6.1.5, and may contract with Communications Service Providers, without the consent of any Member, Owner, Mortgagee or the Master Association or the Design Review Committee.

6.1.5.1 Declarant may, but shall not be obligated to, maintain or support the Communications Facilities. Neither the Declarant, nor any Declarant Affiliate, shall in any way be considered insurers or guarantors of the provision of Communications Services in connection with the Communications Facilities or the quality of such Communications Services. Neither the Declarant, nor any Declarant Affiliate, shall be held liable for any loss or damage by reason of failure to provide adequate Communications Services or the ineffectiveness of any Communications Service offered. All Owners, and his, her or its tenants, guests and invitees acknowledge that the Declarant, and Declarant Affiliates, do not represent or warrant that any Communications Facilities designed by or installed according to Declarant’s request or a Communications Service Provider’s request may not be compromised or circumvented, that any Communications Services will have unlimited power sources to prevent interruption of services, or otherwise, nor that Communications Facilities will in all cases provide the type of service for which the system is designed or intended. Each Owner, guest, or his, her or its tenant, guest or invitee acknowledges and understands that the Declarant and Declarant Affiliates are not insurers and that each Owner, guest, or his, her or its tenant, guest and invitee assumes all risks for loss or damage to Persons or property in connection with use of the Communications Services, and further acknowledges that Declarant and all Declarant Affiliates have not made representations or warranties nor has any Owner, guest, or his, her or its tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to the Communications Facilities recommended or installed or the provision of Communications Services at the Property.

6.1.5.2 The Master Association and every Owner hereby agree and acknowledge that they will execute such further and additional instruments as may be reasonably requested by Declarant documenting the rights hereunder, in a form that is satisfactory to the Declarant, and any assignee of its rights hereunder. Each Communications Service Provider will have a separate subscription or service agreement and the Communications Services will be provided pursuant to the terms and conditions set forth in the subscription or service agreement with the Communications Service Provider chosen by the Master Association. The Parcel Association and every Owner acknowledge that Declarant: (i) is not a

Communications Service Provider; (ii) is not related in any way to a Communications Service Provider; (iii) shall not have responsibility or liability with respect to the provision, maintenance, failure or quality of any Communications Service provided by such Communications Service Provider; and (iv) shall not be liable for any interruption of or failure of utilities to the Property for the provision of Communications Services. Any or all of Declarant's limitation on its liability in connection with the Communications Facilities and the quality of Communications Services offered at the Property described in this Section 6.1.5.1 shall be deemed to be in full force and effect upon recordation of the Master Declaration whether or not referred to, described and/or incorporated in any access, installation and/or service agreement or other agreement with a Communications Service Provider.

6.1.5.3 No Warranties. Declarant may, but shall not be obligated to, maintain or support the Communication Facilities. Neither the Declarant, nor any Declarant Affiliate, shall in any way be considered insurers or guarantors of the quality or provisions of services in connection with the Communications Facilities, however, and neither the Declarant, nor any Declarant Affiliate, shall be held liable for any loss or damage by reason of failure to provide adequate communication services or the ineffectiveness of any communication service offered. All Parcel Developers, Parcel Associations, Owners, Guests, and his, her or its tenants, guests and invitees acknowledge that the Declarant, and Declarant Affiliates, do not represent or warrant that any communication system designed by or installed according to a service provider's request may not be compromised or circumvented, that any communication services will have unlimited power sources to prevent interruption of services, or otherwise, nor that communication systems will in all cases provide the type of service for which the system is designed or intended. Each Parcel Developer, Parcel Association, Owner, Guest, or his, her or its tenant, guest or invitee acknowledges and understands that the Declarant and Declarant Affiliates are not insurers and that each Parcel Developer, Parcel Association, Owner, Guest, or his, her or its tenant, guest and invitee assumes all risks for loss or damage to Persons or property within the Project in connection with utilizing any communication service, and further acknowledges that Declarant and all Declarant Affiliates have not made representations or warranties nor has any Parcel Developer, Parcel Association, Owner, Guest, or his, her or its tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to the Communication Facilities or any communication system recommended or installed or any communication measures undertaken within the Project.

6.1.5.4 Additional Agreements. The Master Association, every Parcel Developer, every Parcel Association and every Owner hereby agree and acknowledge that they will execute such further and additional instruments as may be reasonably requested by Declarant documenting the rights hereunder, in form satisfactory to the Declarant, and any assignee of its rights hereunder. Moreover, the Master Association, every Parcel Developer, every Parcel

Association and every Owner shall ensure that its subscription agreement or other service agreement with its communications provider specifically state that Declarant: (i) is not a service provider; (ii) is not related in any way to the communications provider; (iii) shall not have responsibility or liability with respect to the provision, maintenance, failure or quality of any communications service provided by such communications provider; and (iv) shall not be liable for any interruption of or failure of utilities to the communications services. Any or all of Declarant's limitation on its liability in connection with the Communication Facilities and the quality of communications offered at the Project as described in this Section 6.1.5.4 shall be deemed to be in full force and effect upon recordation of this Master Declaration whether or not referred to, described and/or incorporated in any subscribing agreement or other service agreement with a communications provider.

6.2 Easements for Benefit of Master Association. Declarant hereby grants to the Master Association, its licensees, invitees, lessees, successors and assigns, a non-exclusive, perpetual easement on, over, upon, across, above, under and through the Property and each portion thereof to (i) exercise or discharge any right, power or duty held by the Master Association under this Master Declaration or any other association documents; and (ii) perform any obligation imposed upon the Master Association by this Master Declaration or any other association documents. Notwithstanding the foregoing, the Master Association shall not enter upon any Lot, Unit or Improvement without reasonable prior notice to the Owner of the Lot, Unit or Improvement, excepting cases of emergency.

6.3 Other Easements. The Property shall be subject to the following easements in addition to those created in this Master Declaration.

6.3.1 Easements on Plats and of Record. The Property shall be subject to all easements shown on a Plat, and to all easements of record.

6.3.2 Easements for Parking. Temporary guest or recreational parking shall be permitted within the Common Elements only within spaces and areas clearly marked for this purpose. Signs or markings on the paved area shall show spaces. The Master Association is hereby empowered to establish "parking" and "no parking" areas within the Project, including, but not limited to, within the Common Elements, as well as to establish and enforce parking limitations by all means lawful for such enforcement including the removal of any violating vehicle by those so empowered. The Master Association may specifically assess a Parcel Association for the benefit of such Parcel Association, if any, or the Owners for its allocable share of maintaining, repairing and replacing the parking areas used by such Parcel Association pursuant to this provision, including without limitation its share of the costs associated with lighting and snow removal.

6.3.3 Easements for Municipal and County Public Service Use. Declarant hereby reserves the right to grant, for the benefit of all future Members and Owners within the Project, easements for city, county, state and federal public services, and for public utilities, including but not limited to, the right of the police to enter upon any part of the Common Elements for the purpose of enforcing the law.

6.4 Nature of and Creation of Easements. Unless otherwise set forth herein, any easement reserved in this Master Declaration shall be deemed to be non-exclusive, and each easement in favor of a Member or an Owner shall be deemed to be appurtenant to and for the benefit of the Development Parcel, Lot or Unit governed by such Member or owned by such Owner. Any and all easements reserved in this Master Declaration shall be deemed to be in full force and effect upon recordation of this Master Declaration whether or not referred to, reserved and/or granted in any instrument of conveyance.

6.5 Third Party Access Rights. The owners of the Additional Land shall have such easements for access and other purposes as are generally reflected on the Master Plan (if any).

6.6 Easements for Encroachments. If any part of a Unit or Improvement built in substantial accord with the boundaries for such Unit or Improvement as approved by the Design Review Committee encroaches or shall encroach upon the Common Elements in a minor way as determined by the Board in its sole and exclusive discretion, or upon an adjoining Development Parcel, Common Element, Lot or Improvement, an easement for such encroachment benefiting the encroaching party and for the maintenance of the same by the encroaching party shall and does exist. Any such maintenance shall comply with standards applicable to maintenance of the Common Elements. If any part of the Common Elements built in substantial accord with the boundaries for such Common Element as approved by the Design Review Committee encroaches or shall encroach upon a Development Parcel, Common Element, Lot or Improvement in a minor way as determined by the Board in its sole and exclusive discretion, an easement for such encroachment benefiting the encroaching party and for the maintenance of the same by the encroaching party shall and does exist. Any such maintenance shall comply with standards applicable to maintenance of the Common Elements.

## ARTICLE 7

### OWNERS' PROPERTY RIGHTS AND OBLIGATIONS

7.1 Owners' Easements of Enjoyment. Every Owner and the Owner's Guests shall have a non-exclusive right and easement of ingress and egress and of enjoyment, to and over, the Common Elements which right and easement shall be appurtenant to and shall pass with, title of said Owner's Development Parcel, Lot or Unit, subject to the following provisions:

7.1.1 The right of the Master Association to establish uniform rules and regulations pertaining to the use of the Common Elements and any facilities thereon.

7.1.2 The rights and easements granted to the Declarant.

7.1.3 The rights of third Persons under easements and instruments of record.

7.1.4 The Public Rights.

7.1.5 The covenants, restrictions and requirements of the Open Space Use Restrictions.

7.2 Maintenance Obligations of Owners. As also described in Section 3.5.3.2 above, in the event of a safety, fire, hazard or other similar emergency, as reasonably determined by the Board, the Board shall have the right, but not the duty, to immediately enter upon the Development Parcel, Common Element, Lot, Unit or Improvement to make such repairs, to perform such work or to take such action necessary to cure or abate such emergency condition. Subject to the duty of the Master Association to provide for maintenance as provided in Section 3.3, it shall be the duty of each Parcel Association and Owner, at the Parcel Association's or Owner's sole cost and expense, subject to the provisions of this Master Declaration regarding Design Review Committee approval, to maintain, repair, replace, and restore the Development Parcel and/or Common Element associated with the Parcel Association, and the Owner's Lot, Unit or Improvement in a neat, sanitary and attractive condition. In the event that any Parcel Association or Owner shall permit any Development Parcel, Lot, Unit or Improvement to fall into disrepair or so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Master Declaration, the Board shall have the right, but not the duty, upon thirty (30) days' prior written notice to the Parcel Association associated with such Development Parcel (except in the event of an emergency), or the Owner of such Lot, Unit or Improvement, to correct such condition and to enter upon such Development Parcel, Lot, Unit or Improvement to make such repairs or to perform such maintenance, and the cost thereof shall be charged to the Parcel Association or the Owner. Said cost shall be a Specific Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth in this Master Declaration.

## ARTICLE 8

### DESIGN CONTROL

8.1 Purpose. The Design Review Committee shall review, study and either approve, reject or request resubmittal of proposed developments and improvements to a Development Parcel, Lot, Unit or Improvement, all in compliance with this Master Declaration and as further set forth in the rules and regulations of the Design Review Committee and the Design Guidelines. Each Parcel Developer shall demonstrate to the Design Review Committee that the Declarant has approved its Parcel Declaration and Plat and that such items comply with the Design Guidelines. The Design Review Committee reserves the right, but not the obligation, to promulgate, enforce and interpret the Design Guidelines.

8.2 Membership. The Design Review Committee shall be composed of individuals or entities as the Declarant may determine in its sole and exclusive discretion, which need not be representatives of Members, Parcel Developers or Owners. Unless Declarant determines otherwise, so long as the Declarant owns any Development Parcel, Lot, Unit or other property within the Project, the Design Review Committee shall consist of two (2) regular members and one (1) alternate member, each of whom shall be appointed, removed and replaced by, and serve at the pleasure of the Declarant in its sole and exclusive discretion. At such time as the Declarant no longer owns any Property within the Project, the Design Review Committee shall consist of such number of regular and alternate members as the Board may deem appropriate from time to time (but in no event less than three (3) nor more than seven (7) regular members, nor less than one (1) nor more than three (3) alternate members), each of whom shall be appointed by, and serve at the pleasure of, the Board. The Declarant may at any time voluntarily surrender in writing its right, as the Declarant, to appoint and remove the members of the Design Review Committee pursuant to this Section. In the event Declarant voluntarily surrenders such

right, for so long as the Declarant owns any Property within the Project, Declarant reserves the right to require that specified actions of the Design Review Committee be approved by Declarant before they become effective, as described in a recorded instrument executed by Declarant.

### 8.3 Organization and Operation of the Design Review Committee.

8.3.1 The term of office of each member of the Design Review Committee shall be three (3) years, commencing January 1 of each year, and continuing until his or her successor is appointed, which terms shall be staggered as determined by the Board. Should a Design Review Committee member die, retire, become incapacitated, or in the event of a temporary absence of a member, a successor may be appointed as provided in Section 8.2 above. The Declarant may remove any member of the Design Review Committee at any time for any cause without notice.

8.3.2 So long as Declarant owns any Property within the Project, the Declarant shall appoint the chairperson of the Design Review Committee. Thereafter, the Board shall appoint the Design Review Committee and the chairperson shall be elected annually from among the members of the Design Review Committee by majority vote of said members.

8.3.3 The chairperson shall take charge of and conduct all meetings and shall provide for reasonable notice to each member of the Design Review Committee prior to any meeting. The notice shall set forth the time and place of the meeting, and notice may be waived by any member. In the absence of a chairperson, the party responsible for appointing or electing the chairperson may appoint or elect a successor, or if the absence is temporary, a temporary successor.

8.3.4 The affirmative vote of a majority of the members of the Design Review Committee shall govern its actions and be the act of the Design Review Committee. A quorum shall consist of a majority of the members.

8.3.5 The Design Review Committee may avail itself of technical and professional advice and consultants as it deems appropriate.

8.3.6 The Design Review Committee may require that any Parcel Developer or Parcel Association having jurisdiction first approve all Plans and Specifications.

8.4 Expenses. All expenses of the Design Review Committee shall be paid by the Master Association, subject to the Declarant's or the Master Association's right to charge a reasonable design review fee to defray such expenses as provided for in Section 8.6 below.

8.5 Approval by Declarant or Design Review Committee. No Improvements of any kind, including, without limitation, dwelling houses, swimming pools, hot tubs, ponds, parking areas, fences, walls, tennis courts, garages, driveways, antennae, flag poles, curbs, and covered walks shall ever be erected, altered, or permitted to remain on any lands within the Property nor shall any excavating, clearing, removal of trees or shrubs, landscaping or other alteration of existing site conditions be done on any lands within the Property, unless complete Plans and Specifications therefore complying with Design Guidelines requirements are approved by the



Declarant or the Design Review Committee prior to the commencement of such work in its sole and exclusive discretion. In the event Plans and Specifications submitted to the Declarant or Design Review Committee are disapproved or deemed disapproved, the Parcel Developer, Parcel Association or Owner may appeal such disapproval or deemed disapproval in writing to the Board as further described in the Bylaws.

8.6 Fee. The Design Review Committee may charge such fee or fees for its reviews of Plans and Specifications as shall be determined from time to time by the Board or as provided in the Design Guidelines. Such fee or fees shall be reasonable in relation to the work performed and shall be applied uniformly.

8.7 Design Guidelines. The Design Review Committee may adopt, establish, and publish from time to time additional guidelines to supplement the Design Guidelines. The Design Guidelines shall define and describe the design standards for the Project and the various uses within the Project and shall not contradict the purposes expressed in this Master Declaration. The Design Guidelines may be modified or amended from time to time. The Design Guidelines shall not be subject to modification or amendment by the Members.

8.8 Inspection by Design Review Committee. The Design Review Committee shall have the authority and right at any time and from time to time at any reasonable hour to inspect Improvements under construction for the purpose of determining whether the same comply in all respects with the applicable Plans and Specifications as approved by it, but it shall have no duty to make such inspections.

8.9 Variances. As permitted by the JSPA Code, the Design Review Committee, in its sole discretion, may excuse compliance with such Design Guidelines as are not necessary or appropriate in specific situations and may permit compliance with different or alternative requirements. An affirmative vote of two-thirds (2/3) of the members of the Design Review Committee, and during the period of Declarant Control, Declarant's prior written consent, must be obtained for a variance to be granted. The Design Review Committee does not, however, have authority to allow deviation from the requirements of the Development Documents, the JSPA Code, other land management codes or uniform building codes of the Municipal Authority having jurisdiction.

8.10 General Requirements. The Design Review Committee shall exercise its best judgment to see that all Improvements, construction, landscaping, maintenance (including Owner maintenance obligations), repair, replacement, and alterations on the lands within the Project conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siting, height, topography, grade and finished grade elevation in keeping with the Design Guidelines, this Master Declaration and any applicable Parcel Declaration.

8.11 Ultimate Responsibility. Each Parcel Developer, Parcel Association or Owner shall at all times conform and comply with all approved Plan and Specifications for the Improvements on his or her Development Parcel, Common Element or Lot and otherwise conform and comply in all respects with the Design Guidelines, this Master Declaration, and any applicable Parcel Declaration, as well as with all applicable laws, ordinances, building codes, rules, regulations, orders and the like of the Municipal Authority. Each Parcel Developer, Parcel Association and Owner is responsible for obtaining all approvals, licenses, and permits as may

be required prior to obtaining approval of any Improvements from the Design Review Committee and prior to commencing construction.

8.12 Written Records. The Design Review Committee shall keep and safeguard complete written records of all applications for approval submitted to it (including one set of all Plans and Specifications so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument which records shall be maintained for a minimum of five (5) years after approval or disapproval at the Master Association's principal place of business as set forth in the Bylaws.

8.13 Non-Liability of Design Review Committee Members. Neither Declarant, the Design Review Committee, any member thereof, nor any duly authorized representative thereof shall be liable to the Master Association, any Parcel Association, any Parcel Developer or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Design Review Committee's duties hereunder unless due to the willful misconduct or bad faith of the Design Review Committee. The Design Review Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of compliance with the Design Guidelines, this Master Declaration, any applicable Parcel Declaration, aesthetic considerations, and the overall benefit or detriment which would result to the immediate vicinity and the Project generally. The Design Review Committee shall take into consideration the aesthetic aspects of the design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. This clause shall be inapplicable to the extent necessary if any, to actually obtain insurance coverage required by Article 10.

8.14 Variance in Exterior Appearance and Design in Event of Reconstruction. Any Parcel Developer or Owner whose Development Parcel, Lot, Unit or Improvement has suffered damage, or any Parcel Association whose Improvements have suffered damage, may apply for approval to the Design Review Committee for reconstruction, rebuilding or repair of the Parcel Developer's or Owner's Development Parcel, Lot, Unit or Improvement, or the Common Element, in a manner that will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full and complete Plans and Specifications showing the proposed reconstruction and the end result thereof. The Design Review Committee shall grant such approval only if the design proposed by the Parcel Association, Parcel Developer or Owner would result in a finished structure in compliance with the then applicable Design Guidelines.

## ARTICLE 9

### RESTRICTIONS ON ALL PROPERTY

9.1 Zoning Regulations. No lands within the Property shall ever be occupied or used by or for any building or purpose or in any manner which is contrary to the Development Documents, the zoning regulations applicable thereto validly in force from time to time, or the other Governing Documents.

9.2 Architectural Control. All Improvements (whether temporary or permanent), alterations, repairs, excavation, grading, landscaping or other work which in any way alters the exterior appearance of any Development Parcel, Lot, Unit, Improvement, or any Common Element, must comply with the Design Guidelines and are subject to the prior written approval of Declarant or the Design Review Committee. No changes or deviations in or from the plans and specifications once approved by Declarant or the Design Review Committee shall be made without the prior written approval of Declarant or the Design Review Committee, which approval may be withheld for any reason in the Design Review Committee's sole and exclusive discretion. The approval required of the Design Review Committee pursuant to this Article shall be in addition to, and not in lieu of, any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation, the Master Declaration or under any other governing Recorded instrument. The Design Review Committee may condition its approval of any application, plans or other items submitted to it on delivery to the Design Review Committee of evidence satisfactory to the Design Review Committee that the Owner or other Person seeking its approval has also made appropriate applications for (and prior to commencing work shall have obtained) any and all such other approvals or permits. The Design Review Committee shall cooperate reasonably with any other approving authorities or entities; provided, however, that the Design Review Committee shall not be bound by any approvals, permits or other decisions of any other such approving authority or entity, unless otherwise required by law.

9.3 No Mining, Drilling or Quarrying. No Owner shall conduct mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, on the surface of the Property.

9.4 No Business Uses. The Lots and Units within the Project shall be used exclusively for residential living purposes. No Lot or Unit within the Project shall ever be occupied or used for any commercial or business purposes; provided, however, all Owners and occupants hereby agree and acknowledge that Declarant or any other Owner may provide overnight occupancy accommodations at such Owner's Lot or Unit. Furthermore, Declarant or any Owner may engage a third party to provide rental management services for such Owners Unit(s), including but not limited to entering into a long term contract with a service provider for such rental management services; provided further that nothing in this Section 9.4 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Lot or Unit owned by Declarant or Declarant Affiliate as a sales model, or (b) any Owner or the Owner's duly authorized agent from renting or leasing said Owner's Lot or Unit for residential use or overnight accommodations. Nothing in this Master Declaration shall limit the rights of Declarant or any other Owner to operate the Units owned by Declarant or an Owner, as applicable, for transient rental purposes. During the Declarant Control Period, any amendment to this Section (except for a unilateral amendment by Declarant or an amendment an necessary or proper to effectuate Declarant's rights) or the right to rent a Lot, Townhome, or Unit, shall require the affirmative vote of at least eighty-five (85%) of the total votes of all the Members. Following termination of the Declarant Control Period, any meeting of the Master Association to discuss or vote on any amendment to this Section or the right to rent a Lot, Townhome, or Unit, shall require attendance of at least 85% of the Members and shall require the affirmative vote of at least 67% of the total votes of all Members.

9.5 Restriction on Signs. No signs or advertising devices, including, without limitation, for sale signs, commercial, political, informational or directional signs or devices, shall be erected or maintained on or about the Project, except signs approved in writing by Declarant or the Design Review Committee in accordance with the Design Guidelines as to size, materials, color and location, or except: (a) to advise of rules and regulations; (b) to caution or warn of danger; (c) as required by a Municipal Authority in its approval of subsequent developments; and (d) as required by law. Any approved signs shall be located as approved by Declarant or the Design Review Committee. Declarant or the Design Review Committee may develop comprehensive sign regulations.

9.6 Restrictions on Animals. Other than certified service animals meeting the requirements of the Americans with Disabilities Act or as required by applicable law, no animals other than two (2) ordinary household pets may be kept or allowed to remain on any particular Lot or Unit. All animals are subject to applicable Municipal Authority pet ordinances, leash ordinances and any pet rules and regulations promulgated by the Board. Except as otherwise prohibited by applicable law, Declarant during the Declarant Control Period, and thereafter the Board, in its sole discretion, shall have the right to revoke such authorization at any time in its subjective discretion and shall have the power to require any Parcel Association, Owner or Guest to remove any animal or other pet belonging to it which is not disciplined or which constitutes an undue annoyance or a danger to other Owners, their Guests, or others. Notwithstanding the forgoing, Parcel Declarations may impose more restrictive provisions regarding keeping or allowing animals to remain within particular Lots or Units.

9.7 Underground Utility Lines. All new water, gas, electrical, telephone, and other permanent utility lines within the limits of the Property must be buried underground and may not be exposed above the surface of the ground. Notwithstanding the forgoing, certain ancillary utility improvements such as meter readers, electrical boxes and service facilities may be constructed above ground as Declarant or a Parcel Developer and the appropriate utility service provider may reasonably determine.

9.8 Service Yards. All equipment, service yards or storage piles on or about the Project shall be kept screened by approved planting or fencing so as to conceal them from the view of neighboring Development Parcels, Lots and Units, access roads and area surrounding the Property; provided however, this requirement shall be waived as to Declarant during any period of Declarant's construction or substantial maintenance at or about the Project. As applicable, Declarant or the Design Review Committee in accordance with any applicable provision of the Design Guidelines shall have the right to approve the service yards and fencing, which approval shall be in its sole and absolute discretion.

9.9 Maintenance of Property. The Project shall be kept and maintained by the Parcel Association or Owner thereof in clean, safe, attractive and slightly condition and in good repair. Notwithstanding anything to the contrary provided herein, Master Association shall maintain all Common Elements and Master Association Maintenance Areas as further provided in Section 3.3.

9.10 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon the Project nor shall anything be done or placed on or about the Project that is or may become a nuisance or cause significant embarrassment, disturbance or annoyance to others.

9.11 No Hazardous Activities. No activities shall be conducted on or about the Project that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged on or about the Project and no open fires shall be lighted or permitted on or about the Project except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

9.12 No Unsightliness. No unsightliness shall be permitted on or about the Project. Without limiting the generality of the foregoing (a) any unsightly structures, facilities, equipment, tools, vehicles other than automobiles, objects, and conditions shall be enclosed within an approved building or appropriately screened from view, except equipment and tools when in actual use for construction, maintenance or repairs, excepting boats (and their trailers) which may be parked in private driveways subject to any rules or regulations promulgated by the Board regarding the same; (b) no trailers (other than boat trailers), mobile homes, tractors, truck campers or trucks other than pickup trucks shall be kept or permitted to remain upon the Property; (c) no vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned upon the Property; (d) no lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials, or scrap shall be kept, stored or allowed to accumulate on the Property, except in approved service yards meeting the requirements of Section 9.8 and any requirements of the Design Guidelines and Declarant or the Design Review Committee; (e) refuse, garbage and trash shall be placed and kept at all times in a covered container and such container shall be kept within an enclosed structure or appropriately screened from view; (f) hanging, drying or airing of clothing or household fabrics shall not be permitted on Development Parcels, Common Elements, Lots or Units if visible from buildings, Development Parcels, Lots, Units, or areas surrounding the Property; and (g) hanging, mounting, or displaying signs, including but not limited to, for sale, for rent, or other signs shall not be permitted on Development Parcels, Common Elements, Lots or Units if visible from buildings, Development Parcels, Lots, Units, or areas surrounding the Property.

9.13 No Annoying Lights, Sounds or Odors. No light shall be emitted on or about the Project which is unreasonably bright or causes unreasonable glare or does not comply with the Master Rules or Design Guidelines; no sound shall be emitted on or about the Project which is unreasonably loud or annoying including but without limitation, speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively to protect the Property or Improvements thereon; and no odors shall be emitted from or within the Project which are noxious or offensive to others.

9.14 No Cesspools or Septic Tanks. No cesspools or septic tanks shall be permitted on the Property. Any other type of sewage disposal system shall be installed only after approval by Declarant or the Design Review Committee and the Municipal Authority.

9.15 Master Rules. No Member or Owner shall violate the Master Rules adopted from time to time by the Master Association or rules adopted from time to time by any Parcel Association. No such rules shall be established which violate the intention or provisions of this Master Declaration or which shall unreasonably restrict the use of the Project by the Owner thereof.

9.16 Trails. No Member or Owner shall have the right to alter or obstruct the maintenance, use or enjoyment of any Trail on or adjacent to the Project. All Members and Owners and their Guests or invitees, or other public users of the Trails must abide by the rules and regulations and use restrictions governing the Trails as promulgated by the Board.

9.17 Parking. Parking of vehicles shall be allowed only in parking areas approved by Declarant or the Design Review Committee.

9.18 Protection of Vegetation. No trees of four (4) inches or greater in diameter shall be removed without the prior approval of Declarant or the Design Review Committee pursuant to the Design Guidelines. Vegetation shall be placed and maintained on or about the Project as provided in the Design Guidelines and the landscaping plan approved by Declarant or the Design Review Committee.

9.19 Antennas and Satellite Dishes. Except for a resident's rights under the Federal Communications Commission's over-the-air reception devices rule (OTARD rule, 47 C.F.R. § 1.4000), or other applicable laws, concerning the right to install and use an antenna or dedicated satellite dish to receive video services from direct broadcast satellite, broadband radio services, and television broadcast stations, the installation and use of any other antenna or satellite dish must be approved by Declarant or the Design Review Committee.

9.20 No Fences. No fences, walls, or other barriers shall be permitted for the purpose of enclosing or demarcating any property line boundaries without the prior written approval of Declarant or the Design Review Committee, which approval may be withheld in the Declarant's or the Design Review Committee's sole and exclusive discretion.

9.21 Excavations. No excavation shall be made on lands subject to any Plat without the approval of Declarant or the Design Review Committee and the Municipal Authority.

9.22 Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary Improvements or structures of any kind, shall be used at any time for a residence, either temporary or permanent. However, Declarant or the Design Review Committee may approve temporary Improvements for use during the construction of any structure on any Development Parcel or Lot, but such temporary Improvements shall be removed immediately after the completion of construction.

9.23 Installation of Landscaping. The Owner of a Development Parcel shall install (if not already installed) grass, trees, plants and other landscaping Improvements (together with an irrigation system sufficient to adequately water any grass, trees, plants and other landscaping improvements), on all portions of the Development Parcel that require landscaping, in accordance with the Plans and Specifications approved in writing by Declarant or the Design Review Committee for that Development Parcel, not later than a date established by the Declarant as part of the Design Review Committee review and approval process. If landscaping and an irrigation system are not installed on a Development Parcel in the manner and by the applicable date provided for in this Section, the Board shall have the right, but not the obligation, to enter upon such Development Parcel to install such landscaping Improvements as the Board deems appropriate in accordance with the approved Plans and Specifications for such Development Parcel (together with an irrigation system sufficient to adequately water the same),

and the cost of any such installation shall be paid to the Master Association by the Owner of the Development Parcel upon demand from the Master Association. Any amounts payable by an Owner of a Development Parcel to the Master Association pursuant to this Section shall be the personal obligation of such Owner, and the Master Association may enforce collection of such amounts in the same manner and to the same extent as the collection and enforcement of Assessments.

9.24 Construction. The following provisions shall apply to any construction, renovation, maintenance or other work authorized by the terms of this Master Declaration and performed by Persons on or about the Project:

9.24.1 Once commenced, the work shall be diligently prosecuted to completion.

9.24.2 All work shall be performed in a good and workmanlike manner, shall minimize any inconvenience to the operations conducted by the Parcel Association or the Owner of the burdened Development Parcel, Lot, Unit or Improvement, and shall comply with all applicable laws, ordinances and regulations.

9.24.3 If, as a result of any work, any part of the impacted property is altered or disturbed (other than any area to be permanently altered as a result of such work) the disturbed area shall be promptly restored to as near its original condition as possible.

9.24.4 All work in excess of one hundred thousand dollars (\$100,000.00) shall be started only after reasonable advance written notice to the Declarant, or after the Declarant Control Period to the Master Association, and shall be performed at reasonable times and shall be done in a manner so as to minimize disruption to the use and operation of the impacted property, including the performance of work off-season or off-hours, if appropriate.

9.24.5 The Person performing the work shall indemnify, defend, and hold harmless the Master Association for work performed on Common Elements, the Parcel Association or Owner on whose Development Parcel, Lot, Unit or Improvement work is being performed, from any loss or damage to persons or property, and from any expenses associated with any claims arising from any such loss or damage which is related to the performance of the work.

9.25 Construction Period Exception. During the course of actual construction of any permitted Improvements on any Development Parcel, Unit or Lot, Declarant or the Design Review Committee may, by written instrument, waive certain provisions contained in this Article 9 to the extent necessary to permit such construction, provided that, during the course of such construction, nothing is done that will result in a violation of any of such provisions upon completion of construction.

9.26 Compliance With the Law. The Project shall not be used, occupied, altered, changed, improved, or repaired except in compliance with all present and future laws, rules, requirements, orders, directions, ordinances, and regulations of the United States of America, the State of Utah, and the Municipal Authority governing the Project.

9.27 Diseases and Insects. No Parcel Association, Owner, resident or occupant shall permit anything or condition to exist on or about the Project which shall induce, breed or harbor infectious plant diseases or noxious insects.

9.28 Trash Containers and Collection. No garbage or trash shall be placed or kept on or about the Project, except in containers of a type, size and style which are approved by Declarant or the Design Review Committee or required by the Municipal Authority with jurisdiction over the Project. All rubbish, trash and garbage shall be removed from the Project and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on or about the Project.

9.29 Declarant's Exemption. Nothing contained in this Master Declaration or in any Parcel Declaration shall be construed to prevent the construction, installation or maintenance by Declarant, any Declarant Affiliate, or any agents or contractors thereof, during the period of development, construction and sales of the Property or Improvements deemed necessary or convenient by the Declarant, in its sole and exclusive discretion, or the development or sale of the Property. In addition, the use restrictions contained in this Article 9 shall not apply to any activity conducted by a Parcel Developer approved in writing by Declarant with respect to its development and sale of the Lots or Units that it owns within the Project.

## ARTICLE 10

### INSURANCE

10.1 Common Elements. The Master Association shall maintain fire and extended coverage insurance for no less than one hundred percent (100%) of the maximum insurable value of insurable Improvements on the Common Elements. The insurance coverage shall name as the insured the Master Association for the benefit of the Members and the Owners. Premiums for all insurance carried by the Master Association are Common Expenses and shall be included in the Common Assessment made by the Master Association.

10.2 Fidelity Coverage. The Master Association shall maintain fidelity coverage against dishonest acts on the part of Managers, trustees, employees or volunteers responsible for handling funds collected and held for the benefit of the Members. The fidelity bond or insurance must name the Master Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times (1 1/2) the Master Association's estimated annual operating expenses and total reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

10.3 Waiver of Subrogation. The Master Association hereby waives and releases all claims against the Board, the Members, the Owners, the Declarant, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

10.4 Liability Insurance. The Master Association shall maintain a comprehensive policy of public liability insurance covering all of the Common Elements. Such insurance policy



shall contain a “severability of interest” clause or endorsement that shall preclude the insurer from denying the claim of a Member or an Owner because of negligent acts of the Master Association or other Members or Owners. Coverage shall have limits of liability of not less than two million dollars (\$2,000,000.00) per occurrence for personal injury and/or property damage.

10.5 Other Insurance and General. The Master Association shall also maintain Worker’s Compensation Insurance as required by law and may maintain other liability insurance as it may deem desirable, insuring each Member and Owner and the Master Association, Board and any Manager, from liability in connection with the Common Elements, the premiums for which are Common Expenses included in, the Common Assessments made against the Members. Such insurance policies shall have severability of interest clauses or endorsements that shall preclude the insurer from denying the claim of a Member or an Owner because of the negligent acts of the Master Association or other Members or Owners. All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the Common Elements and Improvements thereon which may have been damaged or destroyed. In addition, such policies shall be reviewed to determine their compliance with the provisions of the Governing Documents and applicable law. In the event any of the insurance coverage provided for in this Article 10 is not available at a reasonable cost or is not reasonably necessary to provide the Project with adequate insurance protection, as determined by the Board, the Board shall have the right to obtain different insurance coverage or insurance coverage which does not meet all of the requirements of this Article 10 so long as, at all times, the Board maintains insurance coverage on a basis which is consistent with the types and amounts of insurance coverage obtained for projects similar to the Project. Additionally, the Board shall give Owners notice within seven (7) days if any such insurance is not reasonably available.

10.6 Policy Standards. Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Utah which has a “B” or better general policyholder’s rating or a “6” or better financial performance index rating in Best’s Insurance Reports, an “A” or better general policyholder’s rating and a financial size category of “VIII” or better in Best’s Insurance Reports-international edition, an “A” or better rating in Demotech’s Hazard Insurance Financial Stability Ratings, a “BBBQ” qualified solvency ratio or a “BBB” or better claims-paying ability rating in Standard and Poor’s Insurer Solvency Review, or a “BBB” or better claims-paying ability rating in Standard and Poor’s International Confidential Rating Service. Insurance issued by a carrier that does not meet the foregoing rating requirements will be acceptable if the carrier is covered by reinsurance with a company that meets either one of the A.M. Best general policyholder’s ratings or one of the Standard and Poor’s claims-paying ability ratings mentioned above.

10.7 Decision Not to Rebuild. If Members representing at least sixty-seven percent (67%) of the votes in the Master Association and fifty-one percent (51%) of the Eligible Mortgagees (based upon one vote for each Eligible Mortgage owned) of the Development Parcels, Lots and Units vote not to repair and reconstruct and no alternative Improvements are authorized, then and in that event the affected portion of the Common Elements shall be restored to their natural state and maintained as an undeveloped portion of the Common Elements by the Master Association in a neat and attractive condition, and any remaining insurance proceeds shall be distributed to Members in proportion to their respective Assessment Unit, first to the Mortgagees and then to the Members.

## ARTICLE 11

ENFORCEMENT

11.1 Remedies and Enforcement. Declarant, the Master Association, and any Member or Owner shall have the right to enforce this Master Declaration, the Design Guidelines and the Articles and Bylaws by appropriate proceedings at law or in equity, including the right to enjoin any violation hereof or thereof; provided, however, that the Master Association shall have the exclusive right to enforce the liens and remedies provided herein with respect to the levy, collection, and enforcement of liens for Assessments.

11.2 Attorney's Fees and Costs. Any judgment rendered in any action or proceeding to enforce the Governing Documents shall include a sum for attorneys' fees in an amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

11.3 Nuisance. Any act or omission resulting in a breach of the Governing Documents is hereby declared to be and constitute a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such act or omission and may be exercised by Declarant, the Master Association, or any Member or Owner.

11.4 Cumulative Remedies. All rights, options, and remedies of Declarant, the Master Association, or any Member or Owner for the enforcement of the Governing Documents shall be deemed cumulative and none of such rights, options, or remedies shall be deemed exclusive.

11.5 Waiver. The failure to enforce any of the covenants contained in the Governing Documents shall not constitute a waiver of the right to enforce the same thereafter.

11.6 Personal Covenant. To the extent the acceptance of a conveyance of a Development Parcel, Lot or Unit creates a personal covenant between the Owner of such Development Parcel, Lot or Unit, other Members or Owners, or the Master Association, such personal covenant shall terminate and be of no further force or effect from and after the date such Owner ceases to be the Owner of such Development Parcel, Lot or Unit except for the payment of monies which came due to the Master Association during the period of such ownership.

11.7 Indemnification. The noncompliant Member or Owner whose Development Parcel, Lot, or Unit is in violation of the use restrictions and covenants described in this Master Declaration, shall indemnify the Master Association, or Declarant or Declarant Affiliate, or its agents or employees, from any loss or damage to persons or property, and from any expenses associated with any claims arising from any such loss or damage which is related to the performance of the work to bring such Development Parcel, Lot, or Unit into compliance with this Master Declaration.

## ARTICLE 12

MORTGAGEE REQUIREMENTS

12.1 Notice of Action. The Board shall maintain a roster containing the name and address of each Eligible Mortgagee as such term is defined herein and in Section 1.39 above. To be considered an Eligible Mortgagee, a First Mortgagee shall provide the Board with a certified copy of its Recorded First Mortgage and the name and address of the First Mortgagee and a statement that the Mortgage is a First Mortgage together with a written request that it receive notice of the matters and actions described below. The Board shall strike an Eligible Mortgagee from the roster upon request by such Eligible Mortgagee or upon the Board's receipt of a certified copy of a Recorded full release or satisfaction of the Eligible Mortgage. The Board shall give notice of such removal to the Eligible Mortgagee unless the removal is requested by the Eligible Mortgagee. Upon the Board's receipt of such written request, an Eligible Mortgagee shall be entitled to timely written notice of:

12.1.1 Any condemnation loss or any casualty loss which affects a material portion of the Project or any Lot or Unit on which there is a Mortgage held, insured or guaranteed by such Mortgagee, insurer or governmental guarantor;

12.1.2 Any delinquency in the payment of Assessments or charges owed by an Owner, whose Lot or Unit is subject to a Mortgage held, insured or guaranteed by such Mortgagee, insurer or governmental guarantor, which default remains uncured for a period of sixty (60) days; and

12.1.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond or insurance maintained by the Master Association.

12.2 Availability of the Community Documents and Financial Statements. The Master Association shall maintain and have current copies of the Governing Documents and other rules concerning the Project as well as its own books, records, and financial statements available for inspection by Owners or by holders, insurers, and guarantors of Mortgages that are secured by a Lot or Unit. Generally, these documents shall be available during normal business hours.

12.3 Subordination of Lien. The lien or claim against a Lot or Unit for unpaid Assessments or charges levied by the Master Association pursuant to this Master Declaration shall be subordinate to the First Mortgage affecting such Lot or Unit and the First Mortgagee thereunder which comes into possession of or which obtains title to the Lot or Unit shall take the same free of such lien or claim for unpaid Assessment or charges, but only to the extent of Assessments or charges which accrue prior to foreclosure of the First Mortgage, exercise of a power of sale available thereunder, or taking of a deed or assignment in lieu of foreclosure. No assessment, charge, lien, or claim which is described in the preceding sentence as being subordinate to a First Mortgage or as not to burden a First Mortgagee which comes into possession or which obtains title shall be collected or enforced by the Master Association from or against a First Mortgagee, a successor in title to a First Mortgagee, or the Lot or Unit affected or previously affected by the First Mortgage concerned.

12.4 Payment of Taxes. In the event any taxes or other charges which may or have become a lien on the Common Elements are not timely paid, or in the event the required hazard insurance described in Article 10 lapses, is not maintained, or the premiums therefor are not paid when due, any First Mortgagee or any combination of First Mortgagees may jointly or singly, pay such taxes or premiums or secure such insurance. Any First Mortgagee which expends funds for any of such purposes shall be entitled to immediate reimbursement therefor from the Master Association. Prior to paying any taxes or premiums, such First Mortgagee or First Mortgagees shall provide thirty (30) days advance written notice to the Board, which notice shall specify the nature of the taxes or premiums and suggest a reasonable cure period for such payments.

12.5 Priority. No provision of this Master Declaration or the Articles gives or may give an Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for loss to or taking of all or any part of the Lot, Unit, Development Parcel or the Common Elements.

## ARTICLE 13

### CONDEMNATION

13.1 Notice. Whenever all or any part of the Common Elements shall be taken or conveyed in lieu of and under threat of condemnation, each Member shall be entitled to notice of the taking, but the Master Association shall act as attorney-in-fact for all Members in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

13.2 Partial Condemnation; Distribution of Award; Reconstruction. The award made for such taking shall be payable to the Master Association as trustee for all Members to be disbursed as follows: If the taking involves a portion of the Common Elements on which Improvements have been constructed, then, unless within sixty (60) days after such taking Declarant and Members representing at least sixty-seven percent (67%) of the votes in the Master Association shall otherwise agree, the Master Association shall restore or replace such Improvements so taken on the remaining land included in the Common Elements to the extent lands are available therefore, in accordance with plans approved by the Board and the Design Review Committee. If such Improvements are to be repaired or restored, the provisions in Article 10 above regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any Improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be distributed to Members in proportion to their respective Assessment Unit, first to the Mortgagees and then to the Members.

13.3 Complete Condemnation. If all of the Project is taken, condemned, sold, or otherwise disposed of in lieu of or in avoidance of condemnation, then the regime created by this Master Declaration shall terminate, and the portion of the condemnation award attributable to the Common Elements shall be distributed to Members based upon the relative value of the Development Parcels, Lots and Units prior to the condemnation.

## ARTICLE 14

AMENDMENTS

14.1 Term; Method of Termination. All other provisions, covenants, conditions and restrictions contained in this Master Declaration shall continue and remain in full force and effect for a term of fifty (50) years from the date this Master Declaration is recorded. From and after said date, this Master Declaration, as amended, shall be automatically extended for successive periods of twenty (20) years each, unless there is an affirmative vote to terminate this Master Declaration by the then Members casting eighty percent (80%) of the total votes cast at an election held for such purpose or otherwise approved in writing within six (6) months prior to the expiration of the initial effective period hereof or any twenty (20) year extension. The Master Declaration may be terminated at any time if eighty percent (80%) of the votes of the Members shall be cast in favor of termination at an election held for such purpose and eighty percent (80%) of all Eligible Mortgagees then subject to this Master Declaration. If the necessary votes and consents are obtained, the Board shall cause to be recorded a Certificate of Termination, duly signed by the president or vice president and attested by the secretary or assistant secretary of the Master Association, with their signatures acknowledged. Thereupon this Master Declaration shall have no further force and effect, and the Master Association shall be dissolved pursuant to the terms set forth in its Articles.

14.2 Amendment. Subject to the other provisions of this Master Declaration, including without limitation, the rights of Eligible Mortgagees pursuant to Article 12, this Master Declaration may be revoked or amended as follows:

14.2.1 Prior to Declarant's conveyance of the first Lot or Unit to an Owner that is not a Declarant Affiliate, this Master Declaration and any amendments thereto may be amended or revoked by Declarant's execution of an instrument amending or revoking same.

14.2.2 Notwithstanding Declarant's unilateral right to amend this Master Declaration as described in Section 14.3 below, subsequent to Declarant's conveyance of the first Development Parcel, Lot or Unit an Owner that is not a Declarant Affiliate, this Master Declaration and any amendments thereto may be amended by affirmative vote or written consent of not less than sixty-seven percent (67%) of all Member votes and the consent of the Class B Member.

14.2.3 An amendment or revocation that only requires the execution of an instrument by Declarant shall be effective when executed by Declarant and recorded in the Office of the Recorder of Wasatch County. An amendment which requires the affirmative vote or written consent of the Members as provided above shall be effective when executed by the president and secretary of the Master Association who shall certify that the amendment has been so approved, and when the amendment has been recorded in the Office of the Recorder of Wasatch County.

14.2.4 Notwithstanding the foregoing, any provision of the Articles, the Bylaws, or this Master Declaration, which expressly requires the approval of a specified percentage or specified percentages of the voting power of the Master Association or

Eligible Mortgagees for action to be taken under said provision can be amended only with the affirmative vote or written consent of not less than the same percentage or percentages of the voting power of the Master Association and/or Eligible Mortgagees. Any amendment subject to this provision shall be effective after the specified approval has been given and that fact has been certified in a writing executed by the president and the secretary of the Master Association.

14.3 Unilateral Amendments. As described in Section 14.2.1 above, the Declarant alone may amend or terminate this Master Declaration prior to the closing of a sale of the first Lot or Unit to an Owner other than a Declarant Affiliate. Notwithstanding anything contained in this Master Declaration to the contrary, this Master Declaration may be amended unilaterally at any time and from time to time by Declarant if such amendment is (i) necessary to correct typographical errors or inadvertent omissions; (ii) 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; (iii) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Development Parcels, Common Elements, Lots, Units or Improvements subject to this Master Declaration; or (iv) necessary to evidence an increase in the total number or ERU's or density allocated to the Project as described in Section 2.3 above, or transfer such ERU's as described in Section 2.4 above; provided, however, any such amendment shall not materially adversely affect the title to any Development Parcel, Lot, Unit or Improvement unless any such Owner shall consent thereto in writing. Each Parcel Developer and Owner hereby agree and acknowledge that Declarant's increase or transfer of ERU's pursuant to the terms and provisions of Sections 2.3 and 2.4 above shall not constitute a "material adverse affect" to the title to any Development Parcel, Lot, Unit or Improvement. Further, so long as the Declarant's Class B Membership in the Master Association exists, Declarant may unilaterally amend this Master Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to any property without the consent of the affected Owner.

14.4 Right of Amendment if Requested by Governmental Agency or Federally Chartered Lending Institutions. Anything in this Article or Master Declaration to the contrary notwithstanding, Declarant reserves the unilateral right to amend all or any part of this Master Declaration to such extent and with such language as may be requested by the Municipal Authority, a State Department of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Master Declaration, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Development Parcel, Lot or Unit, or any portions thereof. Any such amendment shall be effected by the Declarant's recordation of an amendment duly signed by or on behalf of the members, authorized agents, or authorized officers of Declarant, as applicable, with their signatures acknowledged, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such an amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such amendment, when recorded, shall be binding upon all of the Project and all Persons having an interest therein. It is Declarant's desire

to retain control of the Master Association and its activities during the anticipated period of planning and development. If any amendment requested pursuant to the provisions of this Section deletes, diminishes or alters such control, Declarant alone shall have the right to amend this Master Declaration to restore such control.

14.5 Prior Approval Required to Terminate this Master Declaration or Amend Article 3. Article 3 of this Master Declaration describes the duties and obligations of the Master Association to repair, replace and maintain the Common Elements, Master Association Maintenance Areas, Development Parcels, Improvements, and certain other physical portions of the Property and the Project. Notwithstanding any other provision described in this Master Declaration to the contrary, including without limitation the amendment powers described in this Article 14, Declarant, the Parcel Associations and each Owner hereby agree and acknowledge that the Master Association's maintenance, repair and replacement duties set forth in Article 3 shall not be amended or deleted and this Master Declaration shall not be terminated without the prior written approval of Declarant (prior to Change in Control Date). Such approval shall be evidenced by a written consent attached to or incorporated in such recorded amendment or certificate of termination executed by Declarant (if necessary).

## ARTICLE 15

### DECLARANT'S RIGHTS

15.1 Transfer of Declarant's Rights. Any or all of the special rights and obligations of the Declarant or any Declarant Affiliate may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Master Declaration, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Office of the Recorder for Wasatch County. Nothing in this Master Declaration shall be construed to require Declarant or any successor to develop any Additional Land in any manner whatsoever.

15.2 Sales Material. As required by Section 2.15.4 above, and subject to the limitation of liability described therein, so long as Declarant continues to have rights under this Master Declaration, all sales, promotional, and advertising materials, and all forms for deeds, contracts for sale, and other closing documents for the subdivision and sale of Development Parcels, Lots or Units in the Project by any Parcel Developer shall be subject to the prior approval of Declarant, which approval shall not be unreasonably withheld. Declarant shall deliver notice to any Owner or Parcel Developer of Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents and, if disapproved, the specific changes requested. If Declarant fails to so notify any Parcel Developer within such thirty (30) day period, Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

15.3 Modifications. Declarant reserves for itself and Declarant's Affiliates, successors, and assigns the right to vary the timing, mix, type, use, style, and numbers of Development Parcels, Lots, Units and Improvements, the materials, and other such details of construction or modifications with respect to Property owned by Declarant or any Declarant Affiliate.

15.4 Termination of Declarant's Approval Rights and Obligations. Except as otherwise expressly provided for herein, any or all of the approval rights and obligations of the Declarant under this Master Declaration shall terminate on the expiration date of the Declarant Control Period. Thereafter, the Master Association shall have the power to exercise any remaining approval rights and obligations of the Declarant under this Master Declaration.

15.5 Amendment. This Article 15 may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article 15 shall terminate upon the earlier of (i) thirty (30) years from the date this Master Declaration is recorded, (ii) upon Declarant's recordation of a written statement that all sales activity has ceased, or (iii) when the Declarant, in its sole and exclusive discretion, otherwise determines as evidenced in a written and recorded instrument.

15.6 Declarant's Exclusive Right to MIDA Reimbursements. To the extent available, any reimbursement or other payment resulting from the Project being part of the MIDA Project Area and Plan, including but not limited to the twenty-five percent (25%) reimbursement, or otherwise related to MIDA will belong exclusively to the Declarant, and all Owners, excluding Declarant and Declarant Affiliates, hereby waive any right, title, claim, or interest in or to such payments or reimbursements. The Parcel Association and each Owner, agrees to execute such further and additional instruments to evidence such waiver as may be requested by Declarant, in its sole and absolute discretion, in form satisfactory to the Declarant, and any assignee of its rights hereunder.

## ARTICLE 16

### BINDING ARBITRATION AND LIMITATION ON LITIGATION

16.1 Opt-Out Right. IF AN OWNER DOES NOT WANT THE FOLLOWING ARBITRATION PROVISION TO APPLY, THE OWNER MUST SEND A LETTER TO DECLARANT, SIGNED BY THE OWNER (AND ANY CO-OWNER OF THE SAME LOT OR UNIT) AND ADDRESSED TO MAYFLOWER LAKESIDE DEVELOPMENT, LLC, 5320 SOUTH 900 EAST, SUITE 230, MURRAY UTAH 84117 ATTN: ARBITRATION OPT-OUT. THE LETTER MUST BE SENT WITHIN THIRTY (30) DAYS AFTER THE DATE OF THE OWNER'S REAL ESTATE PURCHASE CONTRACT, AND MUST STATE THAT THE OWNER DOES NOT WANT ARBITRATION TO APPLY TO THE MATTERS DESCRIBED IN THIS Article 16. ANY OPT OUT WILL RENDER THIS ARBITRATION PROVISION NULL AND VOID BUT WILL HAVE NO OTHER EFFECT ON THE OWNER'S RIGHTS.

16.2 Arbitration Terms Defined. In the arbitration provision described in this Article 16. ("Arbitration Provision"), the following capitalized words, phrases or terms have the meanings set forth below:

16.2.1 "Institutional Party" means Declarant; the Parcel Association during the Period of Declarant Control; any third party that provides any product or service to a Consumer Party in connection with this Master Declaration, if and only if such third party is named as a co-party with another Institutional Party in a Claim asserted by a Consumer Party; their successors and assigns; and the agents, representatives, members, employees, officers and/or directors of the foregoing entities.



16.2.2 “Consumer Party” means the Owners, their heirs, successors and assigns; residents; and the Parcel Association after the Period of Declarant Control.

16.2.3 “Bound Party” means any Institutional Party or Consumer Party who asserts a Claim or has a Claim asserted against such party.

16.2.4 “Claim” means any claim, dispute or controversy between an Institutional Party and a Consumer Party, other than an Exempt Claim, arising out of or relating in any way to this Master Declaration or any other Governing Documents, the Project, the Lots, Units, Development Parcels, and Improvements, including any such claim, dispute or controversy regarding or arising over the marketing and sale of Lots, Units, and Development Parcels; the terms of this Master Declaration or any other Governing Documents; the design, specifications, surveying, planning, supervision, testing, observation of construction or construction of any Improvements, or survey of the Lots or Development Parcels; or the maintenance or use of the Project. This includes, without limitation, disputes concerning the validity, enforceability, arbitrability or scope of this Arbitration Provision or this Master Declaration; disputes involving alleged fraud or misrepresentation, breach of contract, negligence or violation of statute, regulation or common law; and disputes involving requests for declaratory relief, injunctions or other equitable relief.

16.2.5 “Exempt Claim” means any of the following Claims, which will not be subject to this Arbitration Provision: (a) any individual action brought by a Consumer Party in small claims court or a relevant state’s equivalent court, unless such action is transferred, removed, or appealed to a different court; (b) any action to effect a judicial or non-judicial foreclosure; (c) any eviction or other summary proceeding to secure possession of real property or an interest therein; (d) any action in any bankruptcy proceeding to assert, collect, protect, realize upon or obtain possession of the collateral for any amount owed; (e) any action to quiet title; (f) any action insofar as it seeks provisional or ancillary remedies in connection with any of the foregoing; (g) any self-help remedy, such as the refusal of an Institutional Party to allow a Consumer Party to use a Lot or Unit, or any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind; and (h) any dispute concerning the validity and effect of Section 16.8 below, the ban on class actions and certain other proceedings (the “Class Action Ban”). Notwithstanding the prior sentence, at the request of a Consumer Party, the Institutional Parties will agree to arbitrate under this Arbitration Provision any matter covered by items (b)–(f) above if arbitration will afford the parties substantially the same rights and remedies as a court action. Any dispute regarding the question of whether arbitration will afford the parties substantially the same rights and remedies as a court action is also an Exempt Claim and shall be determined exclusively by the court and not by an arbitrator. If one or more Institutional Parties are allowed to proceed outside arbitration with respect to any of the matters covered by items (b)–(f) above, the Consumer Party may assert in court on an individual basis any related defenses or Claims such Consumer Party may have.

16.2.6 “Administrator” means either of the following companies, to be selected by the Bound Party initiating the arbitration: JAMS, 18881 Von Karman Ave. Suite 350

Irvine, CA 92612, www.jamsadr.com, or the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, http://www.adr.org. However, neither JAMS nor AAA may serve as Administrator, without the consent of all Bound Parties asserting or defending a Claim, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Ban.

16.3 Arbitration of Claims. Unless a Consumer Party has opted out of this Arbitration Provision, upon the election of any Consumer Party or Institutional Party asserting or defending a Claim, such Claim shall be resolved by binding individual (and not class) arbitration. Notice of an election to arbitrate a Claim may be given after a lawsuit begins and may be given in papers filed in the lawsuit. Any arbitration will be conducted in accordance with this Arbitration Provision and, to the extent consistent with this Arbitration Provision, the rules of the Administrator in effect at the time the Claim is filed.

16.4 Fees. If a Consumer Party cannot obtain a waiver of any fees of the Administrator or arbitrator, the Institutional Parties will consider in good faith any request for them to pay such fees for the Consumer Party. Each Bound Party shall bear the fees and expenses of that Bound Party’s attorneys, experts, and witnesses, provided that the Institutional Parties will bear the reasonable fees and expenses incurred by a Consumer Party if the Consumer Party prevails on a Claim the Consumer Party has asserted against the Institutional Parties. Also, the Institutional Parties will pay any arbitration, attorneys’ and/or other fees and expenses they are required to pay by applicable law or they are required to pay in order to enforce this Arbitration Provision. If a participatory arbitration hearing is requested, it will take place in Wasatch County, Utah or, if the Administrator determines that such location would be unfair to a Consumer Party, at a location reasonably convenient to such Consumer Party and the Institutional Parties.

16.5 Governing Law. This Arbitration Provision shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1–16 (the “FAA”) and not state arbitration laws, provided that Utah law shall govern to the extent that state law is relevant under the FAA in determining the enforceability of this Arbitration Provision. The arbitrator shall be obligated to follow applicable substantive laws, statutes of limitations and privilege rules related to any Claim. The arbitrator shall award the remedies, if any, that would be available in an individual court proceeding if arbitration had not been elected. This includes, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings); declaratory, injunctive and other equitable relief; and attorneys’ fees and costs. Upon the timely request of any Bound Party, the arbitrator shall write a brief explanation of the grounds for his or her decision. In addition to the Bound Parties’ rights under the Administrator’s rules to obtain information prior to the hearing, any Bound Party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other Bound Party the opportunity to object.

16.6 Appeal of Arbitrator’s Decision. Any court with jurisdiction may enter judgment upon the arbitrator’s award. The arbitrator’s decision will be final and binding, except for any appeal right under the FAA. However, for Claims involving more than fifty thousand dollars (\$50,000.00), any Bound Party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider from the start any aspect of the initial award that is

appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Fees and costs associated with an appeal shall be governed by Section 16.4 above.

16.7 Jury Trial Waiver. IF A BOUND PARTY ELECTS TO ARBITRATE A CLAIM, NO BOUND PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.

16.8 Class Action Ban. NO BOUND PARTY MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A REPRESENTATIVE, CLASS MEMBER OR OTHERWISE. NO BOUND PARTY MAY PARTICIPATE IN A PRIVATE ATTORNEY GENERAL PROCEEDING IN COURT OR IN ARBITRATION. NO CLAIMS BY OR AGAINST A BOUND PARTY MAY BE JOINED OR CONSOLIDATED WITH CLAIMS BY OR AGAINST ANY OTHER PERSON (EXCEPT FOR CLAIMS INVOLVING THE HEIRS AND SUCCESSORS OF SUCH CONSUMER PARTIES). THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTI-PARTY ARBITRATION INCONSISTENT WITH THIS SECTION. Notwithstanding any language in this Arbitration Provision to the contrary, any dispute about the validity or effect of the above Class Action Ban shall be resolved by a court and not an arbitrator or the Administrator.

16.9 Severability. If a determination is made that any part of this Arbitration Provision is unenforceable (other than the Class Action Ban) or that this Arbitration Provision is unenforceable as to any party or parties, this provision shall nonetheless remain enforceable in all other respects and as to all other parties. If the Class Action Ban is held to be unenforceable in connection with any Claim subject to the Class Action Ban, this Arbitration Provision (other than this sentence) shall be null and void in such proceeding, provided that the Institutional Party seeking to enforce the Class Action Ban shall have the right to appeal at the earliest possible time any holding that the Class Action Ban is unenforceable.

16.10 Notice of Claim; Right to Address. Prior to asserting a Claim, the Bound Party with the Claim (the "Claimant") shall give the Bound Party that is the subject of the Claim written notice of the Claim and a reasonable opportunity, not less than thirty (30) days, to resolve the Claim. The Claimant's claim notice must include the Claimant's name, address and telephone number. Any claim notice must explain the nature of the Claim and the relief that is demanded. A Consumer Party may only submit a claim notice on his or her own behalf and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Claim that the other Bound Party reasonably requests. If: (a) a Consumer Party submits a claim notice in accordance with this Section on his or her own behalf (and not on behalf of any other party); (b) the Institutional Party refuses to provide the requested relief; and (c) an arbitrator subsequently determines that the Consumer Party was entitled to such relief (or greater relief), the arbitrator shall award the Consumer Party at least seven thousand five hundred dollars (\$7,500.00) (not including any arbitration fees and attorneys' fees and costs to which the Consumer Party may be entitled under this Arbitration Provision or applicable law).

## ARTICLE 17

GENERAL PROVISIONS

17.1 Protection of Lenders. A breach of this Master Declaration or the Articles or Bylaws shall not affect or impair the lien or charge of any First Mortgage made in good faith and for value on any Development Parcel, Common Element, Lot or Unit thereon; provided, however, that any subsequent Owner of such property shall be bound by the Governing Documents, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

17.2 Successors and Assigns. Except as otherwise provided herein, this Master Declaration shall be binding upon and shall inure to the benefit of Declarant, the Master Association, and each Member and Owner, and their respective heirs, personal representatives, successors and assigns.

17.3 Limited Liability. Neither Declarant, the Master Association, the Board, the Design Review Committee nor any member, agent or employee of any of the same shall be liable to any party for any injury, damage, loss, cost or expense suffered by reason of any action or for failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Moreover, the Master Association, each Parcel Developer, each Member, each Owner, and each Guest, and their successors and assigns, and all residents, occupants, lessees, invitees and licensees shall indemnify and hold harmless the Declarant or any Declarant Affiliate for, from and against any liability, claims or expenses, including attorneys' fees, expert fees and court costs, arising from such property damage or personal injury resulting from, connected to or arising out of Declarant's or Declarant Affiliate's ownership of the Communication Facilities described in Section 6.1.5 above. Each Parcel Developer, Member and Owner further covenants that the Declarant or Declarant Affiliate shall have the right, in the nature of an easement, to subject certain portions of the Project to nuisances incidental to the installation, repair, replacement, maintenance, operation or use of any such Communication Facilities; provided that such easement does not interfere with the construction, location and use of any Lots or Units at the Project.

17.4 Leases. Any agreement for the leasing or rental of a Development Parcel, Common Element, Lot, Unit or Improvement (hereinafter in this Section referred to as a "lease"), shall provide that the terms of such lease shall be subject in all respects to the provisions of the Governing Documents, and any applicable Parcel Declaration. Said lease shall further provide that any failure by the lessee thereunder to comply with the terms of the foregoing documents shall be a default under the lease. All leases shall be in writing. Any Owner who shall lease the Owner's Development Parcel, Lot, Unit or Improvement shall be responsible for assuring compliance by such Owner's lessee with the Governing Documents and applicable Parcel Declaration. Parcel Associations may not lease Common Elements, except to the Master Association. Failure by an Owner or Parcel Association to take legal action, including the institution of proceedings in unlawful detainer against his or her lessee who is in violation within ten (10) days after receipt of written demand so to do from the Board, shall entitle the Master Association, through the Board, to take any and all such action, including the institution of proceedings in unlawful detainer on behalf of such Owner or Parcel Association, against the Owner's or Parcel Association's lessee. Failure by such Owner to make such

repayment within ten (10) days after receipt of a written demand therefore shall entitle the Board to levy a Specific Assessment against such Owner or Parcel Association. In the event such Specific Assessment is not paid within thirty (30) days of its due date, the Board may resort to all remedies of the Master Association for the collection thereof including, but not limited to, those set forth in Article 3. Moreover, as an additional remedy, in the event such Owner or Parcel Association does not pay such Specific Assessment, the Owner or Parcel Association unconditionally assigns and transfers to the Master Association all rents and revenues due under the lease. The Owner or Parcel Association hereby agrees and authorizes the Master Association or the Master Association's agents to collect said rents and revenues and hereby directs each tenant under the lease to pay said rents and revenues to the Master Association or the Master Association's agents. If the Master Association gives a ten (10) day notice of the delinquent Specific Assessment to the Owner or Parcel Association: (i) all rents received by the Owner or Parcel Association shall be held by the Owner or Parcel Association as trustee for the benefit of the Master Association only, to be applied to the sums secured by the Assessment lien; (ii) the Master Association shall be entitled to collect and receive all of the rents under the lease until such time the Owner or Parcel Association cures his, her or its delinquency; and (iii) each tenant shall pay all rents due and unpaid to the Master Association or the Master Association's agent on the Master Association's written demand to the tenant. Any expenses incurred by the Master Association, including attorneys' fees and costs of suit, shall be repaid to it by such Owner or Parcel Association.

17.5 Use of Funds Collected by the Master Association. All funds collected by the Master Association, including Assessments, reserves and contributions to the Master Association paid by Members, if any, shall be held by the Master Association in a fiduciary capacity to be expended in their entirety for not-for-profit purposes of the Master Association in managing, maintaining, caring for, preserving and architecturally controlling the Property and for other permitted purposes as set forth in this Master Declaration. No part of said funds shall inure to the benefit of any Member (other than as a result of the Master Association managing, maintaining, caring for, preserving and architecturally controlling the Property and other than as a result of expenditures made for other permitted purposes as set forth in this Master Declaration). Contributions to the Master Association paid by Members, if any, shall be maintained in a segregated account.

17.6 No Perimeter Fencing; Public Use of Trails. Declarant does not propose to enclose the entire perimeter of this Property with fencing and Members and Owners and occupants of the Property are therefore hereby placed on notice of the Public Rights.

17.7 No Public Right or Dedication. Nothing contained in this Master Declaration shall be deemed to be a gift or dedication of all or any part of the Project or the Property to the public, or for any public use.

17.8 Constructive Notice and Acceptance. Every Person who owns, occupies or acquires any, right, title, estate or interest in any Development Parcel, Common Element, Lot or Unit in the Project does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and, covenant contained, referred to or incorporated herein, whether or not any reference to this Master Declaration is contained in the instrument which such Person acquired an interest in said Development Parcel, Common Element, Lot or Unit.

17.9 Notices. Any notice permitted or required to be delivered as provided herein, unless otherwise specified in the Governing Documents or in the resolution of the Board, or unless otherwise required by law, such notice requirement shall be deemed satisfied if notice of such action, proposed action or meeting is: (a) sent by United States mail to the last known mailing address of the Owner, as shown in the records of the Master Association; (b) sent by electronic means, including text messaging or electronic mail if the Owners has provided the appropriate address or phone number to the Master Association; (c) if no address is reflected on the records of the Master Association, then sent by United States mail to the mailing address of the Unit or Lot (as applicable) on file with the Wasatch County Assessor's Office; or (d) if there is no such mailing address reflected in the records of the Master Association and there is no then current address on file with the Wasatch County Assessor's Office, then sent or given in whatever reasonable manner the Board may elect, which may include, without limitation, publishing the same in any newspaper in general circulation within Wasatch County, Utah. This Section shall not be construed to require that any notice be given if not otherwise required and shall not prohibit satisfaction of any notice requirement in any other reasonable and appropriate manner. All notices to the Master Association may be sent to the following address, subject to the Board's right to change such address from time to time by notice in writing to the Members:

Mayflower Lakeside Development, LLC  
 Attention: Lee Burbidge  
 5320 South 900 East, Suite 230,  
 Murray Utah 84117

17.10 Unsegregated Real Property Taxes. Until such time as real property taxes have been segregated by the appropriate County Assessor for any portion of the Property subdivided by a Plat, the respective Owners of Development Parcels shall pay the same therein. In connection with such payment, the proportionate share of such tax or installment thereof for a particular Development Parcel, Lot or Unit in such portion of the Property shall be determined by multiplying the tax or installment in question by a fraction the numerator of which is the estimated value of such Development Parcel, Lot or Unit and all Improvements thereon and the denominator of which is the total estimated value of all Development Parcels, Lots or Units within such portion of the Property and all Improvements thereon. For purposes hereof, the Board shall obtain a determination as to such estimated values from a qualified appraiser selected by it. The Master Association may levy a Specific Assessment against any Member who fails to pay the Member's share of any real property taxes pursuant to this Section 17.10.

17.11 Miscellaneous. Except for judicial construction, the Declarant, prior to the Change in Control Date, and thereafter the Master Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Master Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Declarant's or the Master Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all Persons and property benefited or bound by the Open Space Use Restrictions, covenants and provisions hereof. All such construction and interpretation shall, to the extent possible, be consistent with the other terms and provisions of the Governing Documents, and shall reflect the intent of this Master Declaration and the overall master development plan for the Project as embodied in the Governing Documents. The provisions of this Master Declaration shall be liberally construed to effectuate its purpose of creating a uniform

plan for the development of a resort community within the Project. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter. The terms “recorded and recordation” shall refer to recording as the official records of the Wasatch County Recorder’s office. The term “include” and similar terms (e.g., includes, including, included, comprises, comprising, such as e.g., and for example), when used as part of a phrase including one or more specific items, are used by way of example and not of limitation. In recognition of the opportunities offered through computers and continuing advancements in the high technology fields, the Master Association may, as a Common Expense, provide for or offer services, which make use of computers and other technological opportunities. For example, to the extent Utah law permits, and unless otherwise specifically prohibited in the Governing Documents, Declarant or the Master Association may send required notices by electronic means; hold Board or Master Association meetings and permit attendance and voting by electronic means; send and collect Assessment and other invoices electronically; sponsor a Project cable television channel; create and maintain a Project intranet or Internet home page offering interactive participation opportunities for users; maintain an “online” newsletter or bulletin board; and provide funding for any of the above purposes.

17.12 Severability. Invalidity or unenforceability of any provision of this Master Declaration in whole or in part shall not affect the validity or enforceability of any other provision of this Master Declaration.

17.13 Declarant’s Disclaimer of Representations. Anything to the contrary in this Master Declaration notwithstanding, and except as otherwise may be expressly set forth on the Master Plan or other recorded instrument, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Project can or will be carried out, or that any such land (whether or not it has been subjected to this Master Declaration) is or will be committed to or developed for a particular (or any) use, or if that land is once used for a particular use, such use will continue in effect. Declarant shall have the right to make changes or modifications to this Master Declaration, the Development Documents or any other land use or landscaping plan with respect to any property owned by Declarant or a Declarant Affiliate in any way that the Declarant desires, so long as such changes or modifications do not materially adversely affect any other Owner. Furthermore, Owner acknowledges that radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Utah. Additional information regarding radon and radon testing may be obtained from the applicable county public health unit. Owners hereby acknowledge that neither Declarant nor the Master Association will be responsible for injury or damage to persons or property caused by radon.

17.14 Security. The Master Association may, but shall not be obligated to, maintain or support certain activities within the Project designed to make the Project safer than they otherwise might be. NEITHER THE MASTER ASSOCIATION AND ITS BOARD, THE DECLARANT, NOR THE DESIGN REVIEW COMMITTEE (“PROJECT GOVERNING BODIES”) SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROJECT, HOWEVER, AND THE PROJECT GOVERNING

BODIES SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL MEMBERS, OWNERS, RESIDENTS, AND HIS, HER OR ITS TENANTS, GUESTS AND INVITEES ACKNOWLEDGE THAT THE PROJECT GOVERNING BODIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM OR BURGLAR ALARM SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO THE DESIGN GUIDELINES MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE NOR THAT FIRE PROTECTION OR BURGLARY ALARM SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER, RESIDENT, OR HIS, HER OR ITS TENANT, GUEST OR INVITEE ACKNOWLEDGES AND UNDERSTANDS THAT THE PROJECT GOVERNING BODIES ARE NOT INSURERS AND THAT EACH MEMBER, OWNER, RESIDENT, OR HIS, HER OR ITS TENANT, GUEST AND INVITEE ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS OR PROPERTY WITHIN THE PROJECT AND FURTHER ACKNOWLEDGES THAT THE PROJECT GOVERNING BODIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY MEMBER, OWNER, RESIDENT, OR HIS, HER OR ITS TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROJECT.

17.15 References to the Covenants in Deeds. Deeds or any instruments affecting any Development Parcel, Lot, Unit or Improvement, or any part of the Project may contain the covenants and Open Space Use Restrictions herein set forth by reference to this Master Declaration; but regardless of whether any such reference is made in any deed or instrument, each and all of the covenants and Open Space Use Restrictions shall be binding upon the grantee-Owner or other person claiming through any instrument and his or her heirs, executors, administrators, successors and assigns.

17.1 Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Master Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of the person holding the office of President of the United States on the date this Master Declaration is Recorded.

17.2 Change of Circumstances. Except as otherwise expressly provided in this Master Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Master Declaration.

17.3 Notice of Violation. The Master Association shall have the right to record a written notice of a violation by any Member, Owner, resident or occupant of any restriction or provision of the Governing Documents. The notice shall be executed and acknowledged by an officer of the Master Association and shall contain substantially the following information:



17.3.1 The name of the Parcel Association, Owner, resident or occupant;

17.3.2 The legal description of the Development Parcel, Lot, Unit or Improvement against which the notice is being recorded;

17.3.3 A brief description of the nature of the violation;

17.3.4 A statement that the notice is being recorded by the Master Association pursuant to this Master Declaration; and

17.3.5 A statement of the specific steps that must be taken by the Member, Owner, resident or occupant to cure the violation.

Recordation of a notice of violation shall serve as a notice to the Member, Owner, resident or occupant, and to any subsequent purchaser of the Development Parcel, Lot, Unit or Improvement, that there is such a violation. If, after the recordation of such notice, it is determined by the Master Association that the violation referred to in the notice does not exist or that the violation referred to in the notice has been cured, the Master Association shall record a notice of compliance which shall state the legal description of the Development Parcel, Lot, Unit or Improvement against which the notice of violation was recorded, the recording data of the notice of violation, and shall state that the violation referred to in the notice of violation has been cured or, if such be the case, that it did not exist. Notwithstanding the foregoing, failure by the Master Association to record a notice of violation shall not constitute a waiver of any existing violation or evidence that no violation exists.

17.4 Use of Mayflower Term. No Person shall use the term "Mayflower Lakeside" or any derivative thereof in any printed or promotional material without the prior written consent of Declarant. However, Members or Parcel Developers or Owners of Development Parcels may use the term "Mayflower" in printed or promotional matter where such term is used solely to specify that particular property is located within the Project.

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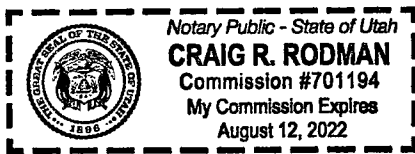
IN WITNESS WHEREOF, the parties below have executed this Master Declaration this \_\_\_\_\_ day of February, 2020.

Mayflower Lakeside Village, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Lee Burbidge  
Its: Manager

STATE OF UTAH }  
COUNTY OF Summit } ss.

On the 24 day of February, 2020, personally appeared before me Lee Burbidge, signer of the above Master Declaration, who being duly sworn, did say that he/she is the Manager of Mayflower Lakeside Village, LLC, a Utah limited liability company, and that the Master Declaration was signed in behalf of said company under authority granted by its respective operating agreements, and said LEE BURBRIDGE duly acknowledged to me that said company executed the same.



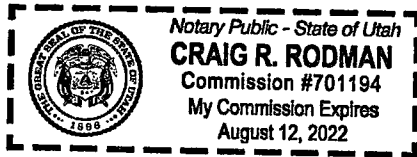
\_\_\_\_\_  
Notary Public  
Residing at: Park City, UT

Sundance Burbidge JV 1, LLC,  
a Utah limited liability company

By: [Signature]  
Lee Burbidge  
Its: Manager

STATE OF UTAH }  
COUNTY OF Summit } ss.

On the 24 day of February, 2020, personally appeared before me Lee Burbidge, signer of the above Master Declaration, who being duly sworn, did say that he/she is the Manager of Sundance Burbidge JV 1, LLC, a Utah limited liability company, and that the Master Declaration was signed in behalf of said company under authority granted by its respective operating agreements, and said LEE BURBIDGE duly acknowledged to me that said company executed the same.



[Signature]  
Notary Public  
Residing at: Paes City, UT

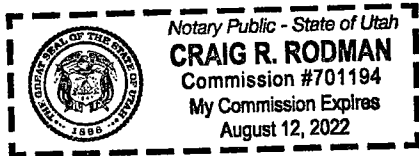
Mayflower Lakeside Village South,  
LLC, a Utah limited liability company

By: [Signature]  
Lee Burbidge  
Its: Manager

STATE OF UTAH }  
COUNTY OF Summit } ss.

On the 24 day of February, 2020, personally appeared before me Lee Burbidge, signer of the above Master Declaration, who being duly sworn, did say that he/she is the Manager of Mayflower Lakeside Village South, LLC, a Utah limited liability company, and that the Master Declaration was signed in behalf of said company under authority granted by its respective operating agreements, and said LEE BURBIDGE duly acknowledged to me that said company executed the same.

[Signature]  
Notary Public  
Residing at: PARK CITY, UT

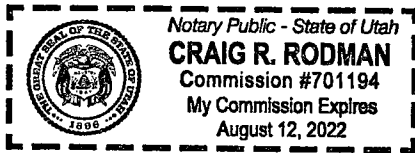


Mayflower Lakeside Townhomes South,  
LLC, a Utah limited liability company

By: [Signature]  
Lee Burbidge  
Its: Manager

STATE OF UTAH }  
COUNTY OF Summit } ss.

On the 24 day of February, 2020, personally appeared before me Lee Burbidge, signer of the above Master Declaration, who being duly sworn, did say that he/she is the Manager of Mayflower Lakeside Townhomes South, LLC, a Utah limited liability company, and that the Master Declaration was signed in behalf of said company under authority granted by its respective operating agreements, and said LEE BURBIDGE duly acknowledged to me that said company executed the same.



[Signature]  
Notary Public  
Residing at: Provo City, UT

Exhibit A

## Property Legal Description

MARINA-EAST

BEGINNING AT A POINT 810.46 FEET EAST AND 350.83 FEET SOUTH FROM THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 32°00'00" EAST 253.04 FEET TO THE ARC OF A 440.87 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 440.87 FOOT RADIUS CURVE 301.63 FEET (CHORD BEARS SOUTH 51°36'00" EAST 295.78 FEET); THENCE SOUTH 71°12'00" EAST 240.23 FEET TO THE ARC OF A 440.67 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 440.67 FOOT RADIUS CURVE 240.84 FEET (CHORD BEARS SOUTH 86°51'00" EAST 237.86 FEET); THENCE NORTH 77°30'00" EAST 15.42 FEET; THENCE NORTH 00°29'20" WEST 443.89 FEET; THENCE NORTH 89°45'37" EAST 662.19 FEET; THENCE NORTH 00°14'23" WEST 500.33 FEET; THENCE SOUTH 89°45'02" WEST 661.31 FEET; THENCE NORTH 00°18'21" WEST 1127.16 FEET; THENCE SOUTH 65°02'58" WEST 351.80 FEET; THENCE SOUTH 71°27'44" WEST 199.06 FEET; THENCE SOUTH 80°20'58" WEST 296.83 FEET; THENCE SOUTH 53°42'04" WEST 262.34 FEET; THENCE SOUTH 17°06'35" WEST 47.38 FEET; THENCE SOUTH 04°03'02" WEST 66.43 FEET TO THE ARC OF A NON-TANGENT 167.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 167.00 FOOT RADIUS CURVE 215.72 FEET (CHORD BEARS SOUTH 41°16'56" EAST 201.03); THENCE SOUTH 04°16'36" EAST 71.60 FEET TO THE ARC OF A 583.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 583.00 FOOT RADIUS CURVE 431.30 FEET (CHORD BEARS SOUTH 25°28'13" EAST 421.35 FEET); THENCE SOUTH 46°39'50" EAST 111.02 FEET TO THE ARC OF A 167.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 167.00 FOOT RADIUS CURVE 302.59 FEET (CHORD BEARS SOUTH 05°14'37" WEST 262.86); THENCE SOUTH 57°09'03" WEST 214.74 FEET TO THE POINT OF BEGINNING.

CONTAINING: 93.059 ACRES, MORE OR LESS.

Parcel Nos. 00-0007-2483, 00-0021-3358, 00-0021-3359, 00-0021-3360,  
00-0021-3361, 00-0021-3362

Units 1-34, Mayflower Lakeside Townhomes Phase 1A  
Units 101-304 (12) Mayflower Lakeside Village Phase 1A  
Units 101-304 (12) Mayflower Lakeside Village Phase 1B

Exhibit B

## Additional Land

MARINA-EAST

BEGINNING AT A POINT 810.46 FEET EAST AND 350.83 FEET SOUTH FROM THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 32°00'00" EAST 253.04 FEET TO THE ARC OF A 440.87 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 440.87 FOOT RADIUS CURVE 301.63 FEET (CHORD BEARS SOUTH 51°36'00" EAST 295.78 FEET); THENCE SOUTH 71°12'00" EAST 240.23 FEET TO THE ARC OF A 440.67 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 440.67 FOOT RADIUS CURVE 240.84 FEET (CHORD BEARS SOUTH 86°51'00" EAST 237.86 FEET); THENCE NORTH 77°30'00" EAST 15.42 FEET; THENCE NORTH 00°29'20" WEST 443.89 FEET; THENCE NORTH 89°45'37" EAST 662.19 FEET; THENCE NORTH 00°14'23" WEST 500.33 FEET; THENCE SOUTH 89°45'02" WEST 661.31 FEET; THENCE NORTH 00°18'21" WEST 1127.16 FEET; THENCE SOUTH 65°02'58" WEST 351.80 FEET; THENCE SOUTH 71°27'44" WEST 199.06 FEET; THENCE SOUTH 80°20'58" WEST 296.83 FEET; THENCE SOUTH 53°42'04" WEST 262.34 FEET; THENCE SOUTH 17°06'35" WEST 47.38 FEET; THENCE SOUTH 04°03'02" WEST 66.43 FEET TO THE ARC OF A NON-TANGENT 167.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 167.00 FOOT RADIUS CURVE 215.72 FEET (CHORD BEARS SOUTH 41°16'56" EAST 201.03); THENCE SOUTH 04°16'36" EAST 71.60 FEET TO THE ARC OF A 583.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 583.00 FOOT RADIUS CURVE 431.30 FEET (CHORD BEARS SOUTH 25°28'13" EAST 421.35 FEET); THENCE SOUTH 46°39'50" EAST 111.02 FEET TO THE ARC OF A 167.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 167.00 FOOT RADIUS CURVE 302.59 FEET ( CHORD BEARS SOUTH 05°14'37" WEST 262.86); THENCE SOUTH 57°09'03" WEST 214.74 FEET TO THE POINT OF BEGINNING.

CONTAINING: 93.059 ACRES, MORE OR LESS.

LESS AND EXCEPTING:

**PARCEL ONE:**

A parcel of land located in the Southwest Quarter of Section 19, Township 2 South, Range 5 East, Salt Lake Base and Meridian. The Basis of Bearing for this description is North 00° 07' 04" West between the found monuments for the Northeast Corner of Section 25, Township 2 South, Range 4 East also being the Southwest corner of Section 19, Township 2 South, Range 5 East, Salt Lake Base and Meridian, and the West Quarter corner of said Section 19. More particularly described as follows; Beginning at a point on the west section line of Section 19 which is North 00°07'04" West along the West Section Line of section 19, 1343.52 feet from the Northeast Corner of Section 25, Township 2 South, Range 4 East, Salt Lake Base and Meridian; THENCE North 00°07'04" West, 976.02 feet to a point on the westerly right of way of the Rail Trail Road, also the beginning of a non-tangent curve concave southwesterly and has a radius of 420.00 feet;

THENCE southerly along said curve through a central angle of  $33^{\circ}55'18''$  an arc distance of 248.66 feet (Chord bears South  $59^{\circ} 56' 54''$  East 245.04 feet) to a point of tangency; THENCE proceeding along the right of way of said Rail Trail Road for the next four calls, South  $42^{\circ}59'15''$  East, 88.04 feet to the beginning of a tangent curve concave westerly and has a radius of 390.00 feet; THENCE southerly along said curve through a central angle of  $56^{\circ}16'35''$  an arc distance of 383.06 feet (Chord bears South  $14^{\circ} 50' 57''$  East 367.85 feet) to a point of tangency; THENCE South  $13^{\circ}17'20''$  West, 223.58 feet to the beginning of a tangent curve concave easterly and has a radius of 495.00 feet; THENCE southerly along said curve through a central angle of  $23^{\circ}11'13''$  an arc distance of 200.32 feet (Chord bears South  $01^{\circ} 41' 44''$  WEST 198.96 feet); THENCE South  $86^{\circ}51'15''$  West, 307.58 feet to the point of beginning;

Containing 6.73 acres, more or less.



**PARCEL TWO:**

A parcel of land located in the Southwest Quarter of Section 19, Township 2 South, Range 5 East, Salt Lake Base and Meridian. The Basis of Bearing for this description is North  $00^{\circ} 07' 04''$  West between the found monuments for the Northeast Corner of Section 25, Township 2 South, Range 4 East also being the Southwest corner of Section 19, Township 2 South, Range 5 East, Salt Lake Base and Meridian, and the West Quarter corner of said Section 19. More particularly described as follows; Beginning at a point that is the West Quarter Corner of Section 19, Township 2 South, Range 5 East; Salt Lake Base and Meridian; THENCE North  $89^{\circ} 57' 29''$  East, 328.67 feet; THENCE South  $00^{\circ} 06' 41''$  East, 329.55 feet; THENCE North  $89^{\circ} 57' 16''$  East, 329.18 feet; THENCE South  $00^{\circ} 10' 04''$  East, 659.05 feet; THENCE North  $90^{\circ} 00' 00''$  West, 261.43 feet to a point on the easterly right of way of the Rail Trail Road; THENCE proceeding along said Rail Trail Road for the next four calls, North  $13^{\circ} 17' 20''$  East, 115.10 feet to the beginning of a tangent curve concave westerly and has a radius of 450.00 feet; THENCE northerly along said curve through a central angle of  $56^{\circ} 16' 35''$  an arc distance of 441.99 feet (Chord bears North  $14^{\circ} 50' 57''$  West 424.44 feet) to a point of tangency; THENCE North  $42^{\circ} 59' 15''$  West, 88.04 feet to the beginning of a tangent curve concave southwesterly and has a radius of 480.00 feet; THENCE northerly along said curve through a central angle of  $35^{\circ} 35' 50''$  an arc distance of 298.22 feet (Chord bears North  $60^{\circ} 47' 10''$  West 293.44 feet); THENCE North  $00^{\circ} 07' 04''$  West, 258.19 feet to the point of beginning;

Containing 6.61 acres, more or less.

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN. THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH  $00^{\circ} 07' 04''$  WEST BETWEEN THE FOUND MONUMENTS FOR THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST ALSO BEING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND THE WEST QUARTER CORNER OF SAID SECTION 19. MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE EAST SECTION LINE OF THE SOUTHEAST QUARTER OF SECTION 19 WHICH IS NORTH  $00^{\circ} 07' 04''$  WEST ALONG THE WEST SECTION LINE OF SECTION 19, 984.99 FEET, THENCE EAST, 234.26 FEET FROM THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; BEGINNING AT A POINT FOR THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAS A RADIUS OF 198 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $54^{\circ} 27' 39''$  AN ARC DISTANCE OF 188.20 FEET (CHORD BEARS NORTH  $43^{\circ} 00' 26''$  EAST 181.20 FEET) TO A POINT OF TANGENCY; THENCE NORTH  $70^{\circ} 14' 16''$  EAST, 43.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAS A RADIUS OF 505.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $18^{\circ} 18' 10''$  AN ARC DISTANCE OF 161.32 FEET CHORD BEARS SOUTH  $16^{\circ} 03' 53''$  EAST 160.63 FEET; THENCE SOUTH  $06^{\circ} 54' 48''$  EAST, 97.35 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAS A RADIUS OF 230.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $09^{\circ}35'10''$  AN ARC DISTANCE OF 38.48 FEET (CHORD BEARS SOUTH  $11^{\circ}42'24''$  EAST 38.44 FEET); THENCE SOUTH  $73^{\circ}30'00''$  WEST, 94.68 FEET; THENCE NORTH  $13^{\circ}58'09''$  WEST, 81.56 FEET; THENCE NORTH  $74^{\circ}13'23''$  WEST, 41.71 FEET; THENCE SOUTH  $15^{\circ}46'37''$  WEST, 83.30 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAS A RADIUS OF 81.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $278^{\circ}19'03''$  AN ARC DISTANCE OF 406.19 FEET (CHORD BEARS NORTH  $74^{\circ}13'23''$  WEST 96.0 FEET); THENCE NORTH  $15^{\circ}46'40''$  EAST, 137.10 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.65 ACRES, MORE OR LESS

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN. THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH  $00^{\circ}07'04''$  WEST BETWEEN THE FOUND MONUMENTS FOR THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST ALSO BEING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND THE WEST QUARTER CORNER OF SAID SECTION 19. MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE EAST SECTION LINE OF THE SOUTHEAST QUARTER OF SECTION 19 WHICH IS NORTH  $00^{\circ}07'04''$  WEST ALONG THE WEST SECTION LINE OF SECTION 19, 709.26 FEET, THENCE EAST, 268.95 FEET FROM THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; BEGINNING AT A POINT OF THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAS A RADIUS OF 81.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $94^{\circ}54'44''$  AN ARC DISTANCE OF 134.18 FEET CHORD BEARS NORTH  $09^{\circ}34'27''$  EAST 119.36 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH  $15^{\circ}46'37''$  EAST, 83.30 FEET; THENCE, SOUTH  $74^{\circ}13'23''$  EAST FOR A DISTANCE OF 41.71 FEET; THENCE, SOUTH  $13^{\circ}58'09''$  EAST FOR A DISTANCE OF 81.56 FEET; THENCE, NORTH  $73^{\circ}30'01''$  EAST FOR A DISTANCE OF 94.68 FEET TO A POINT ON THE WEST RIGHT OF WAY FOR RAILTRAIL ROAD; THENCE CONTINUING ON SAID RIGHT OF WAY, SOUTH  $16^{\circ}29'59''$  EAST FOR A DISTANCE OF 91.67 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE SOUTHEASTERLY ON THE NORTHWEST RIGHT OF WAY FOR MAYFLOWER LOOP AND HAS A RADIUS OF 233.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $25^{\circ}13'48''$  AN ARC DISTANCE OF 102.60 FEET CHORD BEARS SOUTH  $53^{\circ}29'16''$  WEST 101.77 FEET TO A POINT OF TANGENCY; THENCE, SOUTH  $40^{\circ}52'21''$  WEST FOR A DISTANCE OF 111.92 FEET; THENCE NORTH  $32^{\circ}58'11''$  WEST A DISTANCE OF 117.79 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.74 ACRES, MORE OR LESS.

**CONSENT TO RECORD AND SUBORDINATION**

The undersigned Sundance Debt Partners, LLC (the "Lender") is the holder of a Deed of Trust dated September 28, 2018 and recorded October 2, 2018 as Entry No. 456623 in Book 1235 beginning at Page 570 of the official records of Wasatch County, Utah, as amended from time to time, together with all related loan documents (collectively "Loan Documents") which constitute liens of record against the property subject to the foregoing Master Declaration. Lender hereby subordinates the liens and encumbrances of the Loan Documents to this Master Declaration and to the rights of the Owners as set forth in such Master Declaration and consents to the recordation of such Master Declaration.

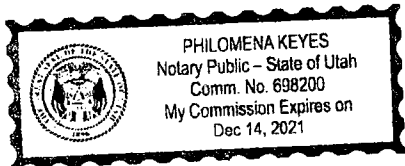
by Steph J. Puh as Manager of Sundance Debt Partners LLC  
Sundance Debt Partners, LLC, a Utah limited liability company

By: Stanford Rick for SDP REIT LLC  
Its: Manager

STATE OF UTAH )  
 ) : ss.  
COUNTY OF Salt Lake )

On the 19th day of February, 2020, personally appeared before me Stanford Rick, who, being by me duly sworn, did say that he or she is the Manager of SDP REIT LLC, that said instrument was signed in behalf of said corporation by authority of its by-laws or a resolution of its board of directors, and said Stanford Rick, Manager acknowledged to me that said corporation executed the same.

Philomena Keyes  
NOTARY PUBLIC



**CONSENT TO RECORD AND SUBORDINATION**

The undersigned SDP REIT, LLC (the "Lender") is the holder of a Deed of Trust dated February 7, 2020 and recorded February 7, 2020 as Entry No. 474253 in Book 1281 beginning at Page 1261 of the official records of Wasatch County, Utah, as amended from time to time, together with all related loan documents (collectively "Loan Documents") which constitute liens of record against the property subject to the foregoing Master Declaration. Lender hereby subordinates the liens and encumbrances of the Loan Documents to this Master Declaration and to the rights of the Owners as set forth in such Master Declaration and consents to the recordation of such Master Declaration.

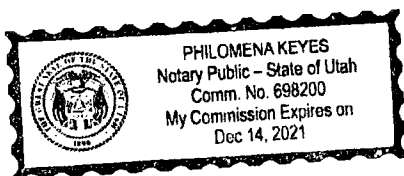
by Steph P. [Signature] as Manager  
SDPREIT, LLC, a Delaware limited liability company LLC

By: Steph P. [Signature] for SDPREIT, LLC  
Its: Manager

STATE OF UTAH )  
 ) : ss.  
COUNTY OF Salt Lake )

On the 19 day of February, 2020, personally appeared before me Stanford Rick, who, being by me duly sworn, did say that he or she is the Manager of SDPREIT, LLC, that said instrument was signed in behalf of said corporation by authority of its by-laws or a resolution of its board of directors, and said Manager, Stanford Rick acknowledged to me that said corporation executed the same.

[Signature]  
NOTARY PUBLIC



**CONSENT TO RECORD AND SUBORDINATION**

The undersigned Mountain West REIT, LLC is the beneficiary under that certain Deed of Trust dated September 28, 2018 and recorded October 2, 2018 as Entry No 456612 in Book 1235 beginning at Page 513 then assigned on July 1, 2019 and recorded January 21, 2020 as Entry No 473419 and then modified on February 5, 2020 and recorded February 6, 2020 as Entry No. 474207, in Book 1281 beginning at Page 998 (the "Deed of Trust") of the official records of Wasatch County, Utah, as amended from time to time, together with all related loan documents (collectively "Loan Documents") which constitute liens of record against the property subject to the foregoing Master Declaration. Lender hereby subordinates the liens and encumbrances of the Loan Documents to this Master Declaration and to the rights of the Owners as set forth in such Master Declaration and consents to the recordation of such Master Declaration.

Dated this 19<sup>th</sup> day of February, 2020.



Mountain West REIT, LC, a Delaware limited liability company

By: Taylor Derrick

Its: Manager

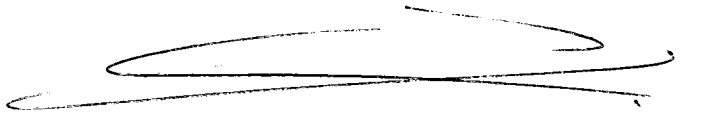
STATE OF UTAH )  
 )  
 ) : ss.  
COUNTY OF SALT LAKE )

On the 19<sup>th</sup> day of February, 2020, personally appeared before me ROCKY DERRICK, who, being by me duly sworn, did say that he or she is the MANAGER of TAYLOR DERRICK, that said instrument was signed in behalf of said corporation by authority of its by-laws or a resolution of its board of directors, and said MANAGER acknowledged to me that said corporation executed the same.

  
NOTARY PUBLIC

**CONSENT TO RECORD AND SUBORDINATION**

The undersigned Stichting Mayflower Recreational Fonds (the "Lender") is the holder of a Deed of Trust from Mayflower Lakeside Townhomes South, LLC dated September 27, 2018 and recorded October 1, 2018 as Entry No. 456607 in Book 1235 beginning at Page 434 of the official records of Wasatch County, Utah, as amended from time to time, and a Deed of Trust from Mayflower Lakeside Village South, LLC dated September 27, 2018 and recorded October 1, 2018 as Entry No. 456608 in Book 1235 beginning at Page 471 of the official records of Wasatch County, Utah, as amended from time to time, together with all related loan documents (collectively "Loan Documents") which constitute liens of record against a portion of the property subject to the foregoing Master Declaration. Lender hereby subordinates the liens and encumbrances of the Loan Documents to this Master Declaration, consents to the recordation of such Master Declaration, and agrees that in the event it takes possession of property secured by the foregoing Deeds of Trust, it take such title subject to this Master Declaration and the rights of the Master Association as set forth in this Master Declaration.



By: John G. Molenaar  
Title: President of the Board of  
Stichting Beheer Mayflower Project, the Manager  
of Stichting Mayflower Recreational Fonds

## DECLARATION OF AUTHENTICITY

The identity of the following person:

Johny Gerardus Molenaar  
born in Heemskerk  
on the seventeenth of July nineteen hundred seventy

holder of a: passport  
with number: NMJ515LH7  
issued in: Utrecht  
on: the nineteenth of January two thousand eighteen

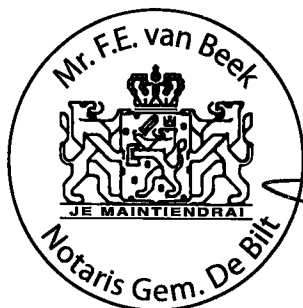
has been established and confirmed by me, Frans Eduard van Beek LL.M., civil-law notary practising in the Municipality of De Bilt, the Netherlands, by means of the abovementioned identity document.

I herewith confirm the authenticity of the signature of the abovementioned person.

The legal meaning of this legalisation is strictly limited to the determination and confirmation of the identity and the authenticity of the signature of the abovementioned person. Any opinion concerning the content and possible legal consequences thereof or other aspects of the attached documents therefore is not given by me, civil-law notary.

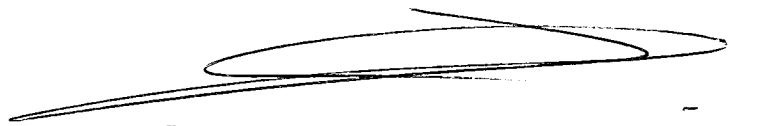
The present legalisation does not hold or include any declaration that the abovementioned person is or would be authorised to perform any legal act for or on behalf of any other legal person.

Signed in Bilthoven, the Netherlands, on the twentieth of February two thousand twenty



**CONSENT TO RECORD AND SUBORDINATION**

The undersigned Stichting Mayflower Mountain Fonds (the "Lender") is the holder of a Deed of Trust from Mayflower Lakeside Townhomes South, LLC dated September 27, 2018 and recorded October 1, 2018 as Entry No. 456607 in Book 1235 beginning at Page 434 of the official records of Wasatch County, Utah, as amended from time to time, and a Deed of Trust from Mayflower Lakeside Village South, LLC dated September 27, 2018 and recorded October 1, 2018 as Entry No. 456608 in Book 1235 beginning at Page 471 of the official records of Wasatch County, Utah, as amended from time to time, together with all related loan documents (collectively "Loan Documents") which constitute liens of record against a portion of the property subject to the foregoing Master Declaration. Lender hereby subordinates the liens and encumbrances of the Loan Documents to this Master Declaration, consents to the recordation of such Master Declaration, and agrees that in the event it takes possession of property secured by the foregoing Deeds of Trust, it take such title subject to this Master Declaration and the rights of the Master Association as set forth in this Master Declaration.



By: John G. Molenaar  
Title: President of the Board of  
Stichting Beheer Mayflower Project, the Manager  
of Stichting Mayflower Mountain Fonds



## DECLARATION OF AUTHENTICITY

The identity of the following person:

Johny Gerardus Molenaar  
born in Heemskerk  
on the seventeenth of July nineteen hundred seventy

holder of a: passport  
with number: NMJ515LH7  
issued in: Utrecht  
on: the nineteenth of January two thousand eighteen

has been established and confirmed by me, Frans Eduard van Beek LL.M., civil-law notary practising in the Municipality of De Bilt, the Netherlands, by means of the abovementioned identity document.

I herewith confirm the authenticity of the signature of the abovementioned person.

The legal meaning of this legalisation is strictly limited to the determination and confirmation of the identity and the authenticity of the signature of the abovementioned person. Any opinion concerning the content and possible legal consequences thereof or other aspects of the attached documents therefore is not given by me, civil-law notary.

The present legalisation does not hold or include any declaration that the abovementioned person is or would be authorised to perform any legal act for or on behalf of any other legal person.

Signed in Bilthoven, the Netherlands, on the twentieth of February two thousand twenty

