

**AFTER RECORDING RETURN TO:**

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Salt Lake City, Utah 84111

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**Andrea Allen**  
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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
FOUNDERS AT BEACON POINTE**

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR FOUNDERS AT BEACON POINTE

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR FOUNDERS AT BEACON POINTE**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FOUNDERS AT BEACON POINTE (this “**Declaration**”) is executed this \_\_\_ day of 01/20/2021, 2021 (the “**Effective Date**”), by Suburban Land Reserve, Inc., a Utah corporation (hereinafter referred to as “**Declarant**”).

**RECITALS**

A. Declarant and the undersigned entities are the owners of certain real property located in the City of Saratoga Springs (the “**City**”), Utah County, Utah, as more particularly described on Exhibit A (the “**Real Property**”), which Real Property is being developed into an integrated residential community project known as Beacon Pointe (the “**Project**”). The Real Property is subject to that certain Declaration of Covenants, Conditions, and Restrictions for Beacon Pointe, dated March 10, 2020, and recorded March 13, 2020, as Entry No. 32176:2020, in the Official Records of the Utah County Recorder’s Office, as amended from time to time (collectively, the “**Master Declaration**”).

B. In an effort to preserve the value and appearance of the Project, Declarant desires to create a nonprofit corporation that would be assigned the limited powers and delegated the duties of (i) managing, maintaining and administering certain Common Area amenities, (ii) administering, collecting and disbursing funds pursuant to the provisions regarding assessments and charges for such Common Area amenities, and (iii) procuring and administering bulk service agreements for the benefit of all Owners.

C. Pursuant to the Act, Declarant desires to establish for its own benefit and for the mutual benefit of all future Owners, Mortgagees, residents, occupants or other holders of an interest in the Project, or any part thereof, certain easements and rights and certain mutually beneficial covenants, restrictions and obligations with respect to the proper development, use and maintenance of the various parcels within the Project.

D. Declarant desires and intends that the Owners, Mortgagees, residents and other persons hereafter acquiring any interest in or otherwise utilizing property within the Project, shall at all times enjoy the benefits of, and shall hold their interest subject to the rights, easements, privileges, covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the aesthetic and cooperative aspects of the Project and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Project.

E. Pursuant to the Master Declaration, Declarant is authorized to create and record supplementary declarations that Declarant deems necessary for the use and enjoyment of certain portions of the Project, and Declarant has recorded against the Real Property this Declaration to provide for the development of the Project as an integrated residential community, in addition to any additional covenants, conditions, or restrictions Declarant determines are necessary to govern the Project.

F. Each and all of the easements, covenants, conditions, restrictions, liens and charges set forth in this Declaration shall run with the land of each of the Lots (as further defined herein) and every portion thereof, and shall apply to and bind the respective successors in interest to each of the Lots and every portion thereof, for the benefit of each of the Lots and every portion thereof (except to the extent otherwise stated herein). Each and all of the easements, covenants, conditions, restrictions, liens and charges set forth in this Declaration are imposed on each portion of the Lots as mutual equitable servitudes in favor of each and all other portions of and interests in the Lots (except to the extent otherwise stated herein) and constitute covenants running with the land pursuant to applicable law.



**ARTICLE 1**  
**DEFINITIONS**

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions, except as otherwise specified. Capitalized terms shall be defined as set forth below.

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

1.2. “**Articles of Incorporation**” mean and refer to the Articles of Incorporation of Founders at Beacon Pointe Owners Association, as they may be amended from time to time.

1.3. “**Assessment(s)**” means a charge imposed or levied by the Owners’ Association on or against a Lot or an Owner pursuant to the terms of this Declaration or any other Governing Document, and includes, Base Assessments and Special Assessments.

1.4. “**Base Assessment(s)**” shall mean and refer to assessments levied in accordance with Article 9 of this Declaration.

1.5. “**Beacon Pointe Community Plan**” means that certain community plan for the Project dated November 2018, and approved by the City December 4, 2018, commonly referred to as the Beacon Pointe Community Plan.

1.6. “**Board**” means the Board of Directors of the Owners’ Association.

1.7. “**Bulk Provider**” means a private, public or quasi-public utility or other company which provides, or proposes to provide, cable television, satellite television, high speed internet, security monitoring or other electronic entertainment, information, communication or security services, or concierge or other personal services to the Owners or Lots within the Project pursuant to a Bulk Service Agreement, or other agreement.

1.8. “**Bulk Service Agreement**” means an agreement between the Owners’ Association and a Bulk Provider pursuant to which the Bulk Provider would provide cable television, satellite television, high speed internet, security monitoring or other electronic entertainment, information, communication or security services, or concierge or other personal services, to Owners or Lots within the Project.

1.9. “**Bylaws**” mean and refer to the Bylaws of the Owners’ Association, as they may be amended from time to time.

1.10. “**City**” shall mean and refer to the City of Saratoga Springs, Utah.

1.11. “**Common Area**” means all real and personal property that the Owners’ Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners exclusively within the Project, which Common Area is exclusively designated by, or consented to, Declarant, in Declarant’s sole and absolute discretion. No portion of the Project shall be deemed Common Area unless and until Declarant records against the Project a Supplement to this Declaration designating the portions of the Project as Common Area. It is intended that Common Areas shall only include the recreational amenities areas within the Project such as the pool, sports courts, and their related facilities. Common Area shall not include (i) any roads and associated utilities dedicated to and accepted by a municipality; (ii) any roads or facilities owned or controlled by the Master Association; (iii) any open space and/or parks dedicated to and accepted by a municipality; (iv) any open space, parks, real property, or other landscaped areas owned or controlled by the Master Association.



1.12. “**Common Expense(s)**” shall mean and refer to the actual and estimated expenses incurred by the Owners’ Association in maintaining the Common Area and Improvements located thereon for the general benefit of all Owners within the Project, including, without limitation, any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Owners’ Association, and may include, without limitation, when determined by the Board, expenses incurred in bringing or defending lawsuits and other litigation expenses. It is expressly acknowledged and agreed by the Owners that the Owners’ Association may be responsible to reimburse Declarant for costs and expenses Declarant may incur in the exercise of Declarant’s rights further provided in this Declaration, and that such costs and expenses shall be considered a Common Expense under this Declaration.

1.13. “**Declarant**” shall mean and refer to Suburban Land Reserve, Inc., and its successors and assigns.

1.14. “**Declarant Affiliate**” shall mean The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, and any entity or Person controlling, controlled by or under common control with the same.

1.15. “**Declarant Control Period**” shall mean and refer to the period of time commencing on the date of the Owners’ Association’s incorporation and terminating upon the first of the following to occur: (i) when Declarant no longer owns real property that is subject to this Declaration; or (ii) when, in its discretion, Declarant so determines and declares in a recorded instrument.

1.16. “**Declaration**” shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Founders at Beacon Pointe.

1.17. “**Effective Date**” shall mean the date set forth in the introductory paragraph.

1.18. “**Governing Documents**” shall mean and refer to this Declaration, any Supplement, the Bylaws, Articles of Incorporation, and all other documents executed by Declarant or the Owners’ Association pursuant to this Declaration.

1.19. “**Improvement(s)**” shall mean all site work, landscaping, structures, improvements, and other items placed within the Common Area, including but not limited to any (a) building, shed, casita, pergola, swimming pool, hot tub, screening wall, accessory building, fence, or wall; (b) walkway, road, driveway or parking area; (c) paving, exterior lights, curbing, trees, shrubs, hedges, grass, windbreak, or other landscaping improvements of every type and kind; (d) excavation, fill, retaining wall or other thing or device which affects the natural flow of surface water or the flow of water in a natural or artificial stream, wash or drainage channel, and related fixtures and equipment; and (e) other structure of any kind or nature.

1.20. “**Law(s)**” shall mean and refer to any and all current and future local, state, and federal laws, statutes, regulations, ordinances, referendums, resolutions, orders, and decrees.

1.21. “**Lessee**” means the lessee or tenant under a lease, oral or written, of a Lot or portion thereof (as permitted under the Master Declaration), including an assignee of the lessee’s or tenant’s interest under a lease.

1.22. “**Lot(s)**” shall mean and refer to a separately numbered and individually described plot of land shown on the Plat designated as a Lot for private ownership, but specifically excludes any real property owned by Declarant or a Declarant Affiliate.





1.23. “**Master Association**” shall mean the Beacon Pointe Master Owners’ Association, Inc., a Utah nonprofit corporation, and its successors or assigns. The Master Association shall have standing and authority, but not the obligation, to enforce the provisions of the Master Declaration against individual Owners.

1.24. “**Master Declaration**” means that certain Declaration of Covenants, Conditions, and Restrictions for Beacon Pointe, dated March 10, 2020, and recorded March 13, 2020, as Entry No. 32176:2020, in the Official Records of the Utah County Recorder’s Office, as may be amended or supplemented from time to time.

1.25. “**Member**” shall mean a Person entitled to membership in the Association, as provided herein.

1.26. “**Mortgage**” means a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

1.27. “**Mortgagee**” means a beneficiary or holder of a Mortgage.

1.28. “**Owner(s)**” shall have the definition ascribed in Section 3.4.

1.29. “**Owners’ Association**” shall mean and refer to the Founders at Beacon Pointe Owners Association.

1.30. “**Parcel**” means one or more legally subdivided Lots within the Project as designated on the Plat.

1.31. “**Person(s)**” shall mean and refer to a natural person, a corporation, a partnership, a trustee, or any other legal entity.

1.32. “**Plat**” shall mean and refer to any recorded and City-approved plat for any portion of the Project.

1.33. “**Project**” shall mean and refer to the development known as Beacon Pointe, located in City of Saratoga Springs, Utah County, Utah, as depicted in the Beacon Pointe Community Plan.

1.34. “**Real Property**” shall mean and refer to the real property more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

1.35. “**Related Party(ies)**” means and applies as follows:

1.35.1. Lessees of a Lot are Related Parties of that Owner, and with respect to each such Owner, tenant or other occupant, Related Parties include: (i) their respective family and other household members (including in particular but without limitation all children and other dependents), (ii) their respective guests, invitees, servants, agents, representatives and employees, and (iii) all other Persons over which each has a right of control or under the circumstances could exercise or obtain a right of control.

1.35.2. Related Parties of the Owners’ Association, Declarant, and Declarant Affiliate include their respective officers, directors, partners, co-venturers, committee members, servants, agents, representatives and employees regarding all acts or omissions related to any of the foregoing representative capacities.

1.36. “**Rules and Regulations**” shall mean the current applicable rules and regulations as same may be supplemented, amended, modified or repealed as provided in Section 5.4 of this Declaration.



1.37. “**Special Assessment(s)**” shall mean and refer to assessments levied in accordance with Article 9 of this Declaration.

1.38. “**Supplement**” shall mean and refer to any amendment or supplement to this Declaration executed by or consented to by Declarant which may, but need not, impose, expressly or by reference, additional restrictions and obligations on the land described therein, or may modify or delete any restriction or obligation of this Declaration as same applies to the land described therein.

## ARTICLE 2 DECLARATION

2.1. Scope and Applicability. Declarant hereby declares that all of the Real Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the desirability of and which shall run with the Real Property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the Project or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner thereof. All of the property within the Project shall be held, sold and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each Person, for himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, binds himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration. In addition, each such Person acknowledges that all the restrictions, conditions, and covenants contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof.

2.2. Subordinate to Master Declaration; Conflicts. At all times this Declaration shall be subject and subordinate to the Master Declaration. If there are conflicts between any of the Governing Documents and Utah law, Utah law shall control. If there are conflicts between or among any of the Governing Documents, then the Declaration shall control; provided, however, if there are conflicts between or among this Declaration and the Master Declaration, then the Master Declaration shall control. The Members of the Association shall also be members of the Master Association and shall be entitled to all benefits of such membership, and shall be subject to the restrictions and covenants of the Master Declaration. The governance of the Master Association shall be separate and distinct from the governance and operation of the Founders at Beacon Pointe Owners Association. The Association shall be considered a “Neighborhood Association” under the Master Declaration and shall be subordinate to the Master Association. The Project is not a Condominium and Declarant and each Owner hereby agree and understand that the Project is not, by execution and recording of this Declaration, being submitted to the provisions of the Utah Condominium Ownership Act.

2.3. Exempt Property. Notwithstanding anything to the contrary in this Declaration, Declarant hereby declares that (i) any real property within the Project or described as part of the Real Property held in the name of (a) Property Reserve, Inc., a Utah nonprofit corporation, or its affiliates, including, without limitation Suburban Land Reserve, Inc., a Utah corporation, (b) The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole (f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints), or (c) Temple Corporation of The Church of Jesus Christ of Latter-day Saints, at the time of recording of this Declaration or at any time in the future, or (ii) any additional real property designated by Declarant as exempt property, shall be exempted from the terms, conditions, responsibilities, and obligations of this Declaration during such period of ownership. However, all terms, condition, responsibilities and obligations of this Declaration shall immediately become effective and enforceable upon any transfer of a Lot or Parcel to any Person not specifically exempted in this Section. Declarant shall



have the authority, in Declarant's sole and absolute discretion, to amend this Declaration without consent of any Owners to effectuate the intent and purpose of this Section 2.3.

### ARTICLE 3 PROJECT ADMINISTRATION

3.1. Owners' Association. The administration of the Declaration shall be performed by the Owners' Association, which shall exist for the sole and limited purpose of performing the functions and providing the services contemplated in this Declaration. The Owners' Association shall be organized as required by the Utah Revised Nonprofit Corporation Act (Utah Code Ann. § 16-6a-1, *et seq.*), and the Owners' Association shall adopt the Articles of Incorporation and the Bylaws attached hereto as Exhibit B, and register the Owners' Association with the Utah Department of Commerce. The Owners' Association shall operate as a nonprofit corporation and shall be governed by the Board and officers authorized by the Bylaws. The Board may amend and revise from time to time the Bylaws which shall constitute written procedures for the regulation or management of the affairs of the Owners' Association, provided, however, that no provision of the Bylaws shall substantially alter or amend the rights or obligations of the Owners set forth in this Declaration. The Owners' Association may exercise all rights and powers which the Governing Documents and Utah law expressly grant to it, as well as any rights and powers that may reasonably be implied under the Governing Documents. It may also take any action reasonably necessary to effectuate any such right or privilege.

3.2. Declarant Control Period. By taking title to a Lot, each Owner acknowledges Declarant has reserved certain rights that may be exercised only during the Declarant Control Period. Notwithstanding the foregoing, Declarant may assign its status and rights as the Declarant under the Governing Documents to any Person who takes title to any portion of the property described in Exhibit A. Such assignment shall be made only in a written instrument signed by both parties which may, but shall not be required to be, recorded.

3.3. The Board. On most matters, the Owners' Association acts through the Board. However, in some instances the Governing Documents or applicable Laws limit the Board's ability to act without the approval of the Owners' Association's members. Unless the Governing Documents or Utah law specifically provide otherwise, the Board may exercise the Owners' Association's rights and powers without a vote of the Owners. The Board may institute, defend, settle, or intervene on behalf of the Owners' Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Common Area, enforcement of the Governing Documents, or any other civil claim or action. However, the Board has no legal duty to institute litigation or any other proceeding on behalf of or in the name of the Owners' Association or its members. In exercising the Owners' Association's rights and powers, making decisions on the Owners' Association's behalf (including, without limitation, deciding whether to file a lawsuit or take other legal action under any circumstances), and conducting the Owners' Association's affairs, Board members and the Owners' Association's officers are required to comply with, and shall be judged by, the standards set forth in the Bylaws.

3.4. Owners. Each Person(s) who holds record title to a Lot is referred to in the Governing Documents as an "Owner." However, a Person who holds title merely as security for the performance of an obligation (such as a lender holding a Mortgage or similar security instrument) is not considered an "Owner." If a Lot is sold under a recorded contract of sale, and the contract specifically so states, the purchaser (rather than the holder of fee simple title) will be considered the Owner. If a Lot has more than one Owner, all co-Owners are jointly and severally obligated to perform the responsibilities of the Owner under the Governing Documents.



**ARTICLE 4**  
**ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

4.1 Membership. Every Owner shall be deemed to have a membership in the Owners’ Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot owned. In the event the Owner of a Lot is more than one (1) Person, the vote for such Lot shall be exercised as provided below. The membership rights of a Lot owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the secretary of the Owners’ Association, subject to the provisions of this Declaration and the Bylaws.

4.2 Class of Membership. The Owners’ Association shall have two (2) classes of membership, Class “A” Member and Class “B” Member as follows:

4.2.1 Class A Member. Class “A” Members shall be all Owners of a Lot, including Declarant, with the exception of the Class “B” Member, if any. However, there shall be only one (1) membership per Lot. If an Owner is a corporation, a partnership, or other legal entity, its membership rights may be exercised by any officer, director, partner, or trustee, or by an individual the Owner designates from time to time in a writing to the Owners’ Association.

4.2.2 Class B Member. Declarant holds the sole Class “B” membership. The Class “B” membership shall terminate upon the earlier to occur of (i) expiration of the Declarant Control Period, or (ii) the surrender of Class “B” membership status by the express written action of the Declarant. Upon termination of Declarant’s Class “B” Membership, Declarant’s Class “A” Membership shall remain.

4.3 Voting. Each Lot is assigned one equal vote, subject to the limitations on voting set forth in this Declaration and the other Governing Documents. Declarant’s consent shall be required for all actions taken by the Board, the membership, and committees during such time as there is a Class “B” Membership.

4.4 Suspension of Voting Rights. Except for Declarant’s voting rights, the Board may elect to prohibit an Owner from exercising any voting rights as an Owner of the Owners’ Association during any period in which the Owner is delinquent in the payment of any Assessments.

4.5 Appurtenant Right. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to such property interest.

**ARTICLE 5**  
**RIGHTS IN COMMON AREAS**

5.1 Common Area. Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, subject to:

(a) this Declaration as it may be amended from time to time, any applicable Supplement, and any restrictions or limitations contained in any deed conveying the Common Area to the Owners’ Association;

(b) the right of the Board to limit the number of guests who may use the Common Area, and to adopt other rules regulating the use and enjoyment of the Common Area;

(c) the right of the Board to suspend the right of an Owner to use Improvements within the Common Area (i) for any period during which any charge against such Owner’s Lot remains delinquent,

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and (ii) for a period not to exceed thirty (30) days for a single violation, or for a longer period in the case of any continuing violation, of this Declaration or the other Governing Documents, after notice and a hearing pursuant to the Bylaws;

(d) the right of the Owners' Association, acting through the Board, to dedicate or transfer all or any part of the Common Area to the extent expressly authorized herein;

(e) the right of the Board to impose membership requirements and charge admission or other fees for the use of any Improvements situated upon the Common Area;

(f) the right of the Board to permit nonmember use of any Improvements situated on the Common Area upon payment of use fees established by the Board;

(g) the right of Declarant or the Owners' Association to grant to certain Owners the exclusive use of portions of the Common Area.

Any Owner may delegate his or her right of use and enjoyment to his or her Related Parties, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Lot, or the Improvements located thereon, shall be deemed to have delegated all such rights to the Lot's Lessee.

5.2 Control of Common Area. The Owners' Association shall be responsible for the exclusive management and control of the Common Area and all Improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep them in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with this Declaration.

5.3 Personal Property and Real Property for Common Use. The Owners' Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Owners' Association, shall accept any real or personal property, leasehold, or other property interests within or benefiting the Project conveyed to it by Declarant.

5.4 Rules and Regulations. The Board is hereby specifically authorized to adopt, amend, modify, cancel, limit, create exceptions to, expand, or enforce such reasonable Rules and Regulations applicable to the operation and use of the Common Area within the Project. The Board shall have the right from time to time through the exercise of its business judgment on behalf of the Owners' Association to promulgate reasonable rules and regulations that it deems beneficial to the Project; provided:

(a) Rules and Regulations may not be incompatible with the provisions of this Declaration;

(b) The Board may adopt Rules and Regulations without first giving notice to the Owners if there is an imminent risk of harm to the Common Area;

(c) The Board has no obligation to call a meeting of the Owners to consider disapproval of any action to adopt, amend, modify, cancel, limit, create exceptions to, expand, or enforce any Rules and Regulations, unless Owners submit a petition, in the manner prescribed in this Declaration for a special meeting, for the meeting to be held. Upon the Board receiving a petition as provided in the preceding sentence, the effect of the Board's action is: (i) stayed until after the meeting is held; and (ii) subject to the outcome of the meeting.



(d) The Association may through Rules and Regulations: (i) regulate the use, maintenance, repair, replacement, and modification of the Common Area and Improvements; and (ii) impose and receive any payment, fee, or charge for the use, rental, or operation of the Common Area.

(e) If permitted by applicable law, the Board may modify the conditions and stipulations set forth in subsections (a) through (d) above.

## ARTICLE 6 MAINTENANCE, REPAIR, AND REPLACEMENT

6.1 Owners' Association's Responsibility. The Owners' Association shall use a reasonable standard of care in providing for the maintenance, repair, and replacement of Common Areas and any Improvements located thereon, which shall include the following: (i) all landscaping and other flora, including, but not limited to lawns, shrubs, trees, irrigation systems, etc., (ii) all paved surfaces, (iii) fences or walls, and (iv) any recreation facilities, improvements, and equipment. The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, such as park strips, if the Board determines that such maintenance is necessary or desirable in its discretion. Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Common Area and Improvements located thereon shall be a Common Expense to be allocated among all Lots as part of the Base Assessment. If any Owner causes damage to the Common Area or Improvements located therein either through negligence or intentional act, the Owners' Association may assess the cost and expense to repair such damage to the Owner as a Special Assessment. The Owners' Association shall have no obligation to perform any maintenance and/or repair of any part of a Lot, Parcel, or other area in the Project owned or controlled by the Master Association.

### 6.2 Bulk Service Agreements: Exclusivity.

6.2.1 Contracting. The Board, acting on behalf of the Association, shall have the right, power and authority to enter into: (i) one or more Bulk Service Agreements with one or more Bulk Providers, for such term(s), at such rate(s) and on such other terms and condition as the Board deems appropriate, all with the primary goals of providing to Owners of Lots within the Project, or within one or more portions thereof, cable television, community satellite television, high speed Internet, security monitoring or other electronic entertainment, information, communication or security services, or any concierge or other personal services; or (ii) any exclusive agreement with respect to a provider of cable television, community satellite television, high speed internet (cable or fiber), security monitoring or other electronic entertainment, information, communication or security services, or any concierge or other personal services.

6.2.2 Assessments. If all Lots within the Project are to be served by a particular Bulk Service Agreement, the Board shall have the option either to: (a) include the Owners' Association's costs under such Bulk Service Agreement in the budget for each applicable fiscal year and thereby include such costs in the Base Assessments for each such applicable year; or (b) separately bill to each Owner his, her or its proportionate share of the Owners' Association's costs under such Bulk Service Agreement, as reasonably determined by the Board, and with such frequency as may be determined by the Board, but no more often than monthly. Such "separate billing" may be made as one or more separate line items on billings or invoices from the Owners' Association to the affected Owner(s) for Assessments or other charges.

6.2.3 No Avoidance of Payment. No Owner of a Lot covered by a Bulk Service Agreement shall be entitled to avoid or withhold payment of amounts charged by the Board to such Owner or such Owner's Lot under this Section 6.2 whether on the basis that such Owner does not use, accept or otherwise benefit from the services provided under such Bulk Service Agreement, or otherwise. Notwithstanding the above,



the Board shall have the right, at its option, to exempt a Lot from payment of an assessment related to the Bulk Service Agreement if such Lot is not serviced by such Bulk Provider.

6.2.4 Celeritas Communications Agreement. The Owners' Association, and each Owner and occupant in the Project shall be subject to agreements between Celeritas Communications, LLC ("Celeritas") and the Owners' Association (the "Celeritas Agreement"), which refer to any Bulk Service Agreement ("BSA") by and between Celeritas and their designated provider of internet services. Assessments levied by the Owners' Association shall include all amounts required under the Celeritas Agreement, which will provide high-speed internet service. The Owners' Association is obligated to ensure that the budget of the Owners' Association each year includes the amounts to be paid under the Celeritas Agreement. The Owners' Association is required to pay the amounts due under the Celeritas Agreement on a monthly basis, or other periodic installment as agreed to by Celeritas and the Owners' Association from time to time. The Owners' Association and each Owner shall also indemnify Celeritas for any and all claims, losses, damages, legal fees and any other type of costs or expenses arising under the BSA due to any negligent act or omission by any Owner and/or the Owners' Association. The Owners' Association and each Owner as well as any future Owners recognize the rights Celeritas has under the BSA and shall not take any action or fail to take any action which may impair Celeritas' rights under the BSA or otherwise affect Celeritas in connection with the BSA or the services provided thereunder. In the event the Owners' Association and/or any Owner takes any such action or fails to take any action, then the violating party or parties shall be liable to indemnify Celeritas for any and all damages, losses, costs, legal fees or other expense Celeritas may incur in connection therewith. Further, the Owners' Association and each Owner agree and acknowledge that in the event Centurylink Sales Solutions, Inc. fails to comply with any term of the BSA, then in no event may Celeritas be liable to the Owners' Association or any Owner or occupant of the Project for any claim, loss or any other type of expense. The Owners' Association shall be responsible for enforcing the Owner's obligations under this Section. Through the purchase of a Lot and use of the internet services provided by Celeritas, all Owners shall be deemed to have consented to the terms and restrictions contained in Exhibit C attached hereto. In the event any Owner fails to comply with this Section and/or the Owners' Association fails to enforce the obligations of the Owner described herein, then the Owner and the Owners' Association shall be liable to Celeritas for any costs, damages, legal fees and the like which Celeritas may incur as a result thereof. This Section may not be amended by any party without the prior written consent of Declarant and Celeritas, which consent may be withheld in the sole and absolute discretion of Declarant and/or Celeritas.

## ARTICLE 7 COMPLIANCE AND ENFORCEMENT

7.1 Compliance. Every Owner, occupant, and visitor to a Lot must comply with the Governing Documents and shall be subject to sanctions for violations as described in this Article 7. Each Owner shall be responsible for, and may be sanctioned for, all violations of the Governing Documents by the occupants of or visitors to their Lot, and for any damage to the Common Area that such occupants or visitors cause.

7.2 Remedies for Non-Compliance. The Owners' Association, Declarant, Declarant Affiliate, and every affected Owner shall have the right to file suit at law or in equity to enforce the Governing Documents. In addition, the Board may impose sanctions for violation of the Governing Documents, including those listed below and any others described elsewhere in the Governing Documents.

7.2.1 Sanctions Requiring Prior Notice and Hearing. After written notice and an opportunity for a hearing in accordance with the Bylaws, the Board may:

(A) Impose reasonable monetary fines, which shall constitute a lien upon the violator's Lot. In the event that any occupant, guest, or invitee of a Lot violates the Governing Documents



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and a fine is imposed, the fine may, but need not, first be assessed against the violator; provided, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board;

(B) Suspend an Owner’s right to vote (except that no hearing is required if the Owner is more than ninety (90) days delinquent in paying any Assessment);

(C) Suspend services or benefits the Owners’ Association provides (except that no hearing is required if the Owner is more than sixty (60) days delinquent in paying any Assessment or other charge owed to the Owners’ Association);

(D) Exercise self-help or take action to abate any violation of the Governing Documents in a non-emergency situation (including removing personal property that violates the Governing Documents);

(E) Levy Special Assessments to cover costs the Owners’ Association incurs in bringing a Lot into compliance with the Governing Documents; and

(F) Record a notice of violation with respect to any Lot on which a violation exists.

7.2.2 Other Sanctions. The Board may take the following actions to obtain compliance with the Governing Documents without prior notice or a hearing:

(A) Exercise self-help or take action to abate a violation on a Lot in any situation which requires prompt action to avoid potential injury or damage or involves unreasonable inconvenience to other Persons or their property (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); or

(B) Bring suit at law for monetary damages and/or in equity to stop or prevent any violation.

7.2.3 Board Decision to Pursue Enforcement Action. The decision to pursue enforcement action in any particular case shall be left to the sole and absolute discretion of the Board, except that the Board shall not act in an arbitrary or capricious manner. A decision not to enforce a particular provision shall not prevent the Board from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

7.2.4 Attorneys’ Fees and Costs. In any action to enforce the Governing Documents including this Declaration, if the Declarant or Owners’ Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys’ fees and court costs, reasonably incurred in such action.

**ARTICLE 8  
INSURANCE**

8.1 Owners’ Association’s Insurance.

8.1.1 Insurance Policies. The Owners’ Association shall obtain and maintain in effect the following insurance coverage, if reasonably available, or if not reasonably available, the most nearly equivalent coverage as is reasonably available:

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(A) Commercial general liability insurance on the Common Area, insuring the Owners' Association and its Owners for damage or injury caused by the negligence of the Owners' Association or any of its Owners, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage shall have a limit of at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) general aggregate, with respect to bodily injury, personal injury, and property damage. Such coverage may be provided through a combination of primary and umbrella policies. However, if additional coverage and higher limits are available at reasonable cost, such that a reasonably prudent person would obtain such additional coverage and higher limits, the Owners' Association shall obtain such additional coverage or limits;

(B) Workers compensation insurance and employers liability insurance, if and to the extent required by Law;

(C) Directors and officers liability coverage; and

(D) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Owners' Association funds in an amount determined in the Board's business judgment. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation.

8.1.2 Deductibles. The Owners' Association's policies may contain a reasonable deductible, which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of this Article 8. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or Lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots as a Special Assessment.

8.1.3 Policy Requirements. All Owners' Association policies shall provide for a certificate of insurance to be furnished to the Owners' Association and, upon request, to each Owner. To the extent available at reasonable cost and terms, all Owners' Association insurance shall:

(A) Be written with a company authorized to do business in Utah which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(B) Be written in the name of the Owners' Association as trustee for the benefited parties. All policies shall be for the benefit of the Owners' Association and its members, as their interests may appear;

(C) Not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(D) Contain an inflation guard endorsement;

(E) Include an agreed amount endorsement, if the policy contains a co-insurance clause;



(F) Provide that each Owner is an insured person with respect to liability arising out of such Owner's status as a member of the Owners' Association;

(G) Provide a waiver of subrogation against any Owner or household member of an Owner; and

(H) Include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any act or omission of one or more Owners, unless acting on the Owners' Association's behalf within the scope of their authority, or on account of any curable defect or violation, without prior written demand to the Owners' Association and allowance of a reasonable time to cure the defect or violation.

(I) In addition, the Board shall use reasonable efforts to secure insurance policies that list the Owners as additional insureds.

8.1.4 Insurance Premiums; Deductible. Premiums, including deductible payments, for all Owners' Association insurance shall be a Common Expense, unless the Board reasonably determines that other treatment of the premiums is more appropriate. The deductible on a claim made against the Owners' Association's property insurance policy shall be paid by the Owner who would be liable for the loss, damage, claim, or repair in the absence of insurance, and in the event multiple Lots are damaged then the deductible will be the sole responsibility of the Owner of the Lot where the loss originated. To the extent required by applicable law, the Owner's property insurance policy, if any, applies to that portion of the loss attributable to the Owners' Association's policy deductible.

**ARTICLE 9  
ASSOCIATION FINANCES**

9.1 Assessments.

9.1.1 Creation of Assessments. There are hereby created assessments for the Owners' Association and Common Expenses as may from time to time specifically be authorized by the Board, to be commenced at the time and in the manner further set forth herein. There shall be two (2) types of assessments: (a) Base Assessments to fund Common Expenses and Improvements for the benefit of all Owners within the Owners' Association; (b) Special Assessments as further described herein; and (c) Reinvestment Fees. Each Owner, by acceptance of a deed, is deemed to covenant and agree to pay these assessments. All Assessments, together with interest at fifteen percent (15%) per annum (provided that the interest rate cannot exceed the maximum rate allowed by Utah law), as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each Assessment is made until paid. Each such Assessment, together with interest, late charges, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment arose, and, in the event of a transfer of title, his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title.

The Owners' Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate in writing setting forth whether such Assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment to the Owners' Association of any Assessments therein stated to have been paid. The Owners' Association may require the advance

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payment of a reasonable processing fee for the issuance of such certificate, which fee shall not exceed the maximum fee permitted by applicable Law.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board. If any Owner is delinquent in paying any Assessments or other charges levied on his Lot, the Board shall require any unpaid installments of any Assessments to be paid in full immediately, unless exceptional circumstances exist (as determined by the Board in its sole discretion). No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of the Common Area and Improvements. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of any Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Owners' Association or Board to take some action or perform some function required to be taken or performed by the Owners' Association or Board under this Declaration or the Governing Documents, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Owners' Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

9.1.2 Computation of Base Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Owners' Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a budget separately prepared, as further described herein. The Base Assessments shall be equally allocated to all Lots within the Project. Notwithstanding the above, the Board may, in its sole discretion, reduce the Base Assessments determined pursuant to the above formula by taking into account commercially reasonable factors.

The Board shall cause a copy of the Common Expenses budget and notice of the amount of the Base Assessment to be presented to the Owners at a meeting of the Owners' Association. The budget and the amount of the Base Assessment shall become effective without a vote of the Owners. The budget may be disapproved by Owners according to the provisions of the Act.

Notwithstanding the foregoing, in the event the budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year, increased by ten percent (10%), shall continue for the current year.

9.1.3 Special Assessments.

(A) Entire Membership. The Owners' Association may levy Special Assessments against all the Owners as follows:

(i) For purposes of defraying, in whole or in part, the cost of any action or undertaking on behalf of the Owners' Association in connection with, or the cost of, any construction or replacement of, a specific capital improvement upon the Common Area;

(ii) For purposes of providing any necessary funds for restoration and repair of damaged or destroyed Common Area or Improvements in accordance with the provisions hereof; and

(iii) For purposes of collecting fines as from time to time established by the Owners' Association for any violation of this Declaration or other Governing Documents.



Special Assessments levied against all the Owners shall be equally allocated to the Lots unless the Board determines that another method is more equitable. Special Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

(B) Less Than All Members. The Owners' Association may levy a Special Assessment against any Owner individually and against such Owner's Lot to reimburse the Owners' Association for costs incurred in bringing an Owner and his or her Lot into compliance with the provisions of this Declaration and the other Governing Documents, which Special Assessment may be levied upon the vote of the Board after compliance with this Declaration.

9.1.4 Reinvestment Fee. A Reinvestment Fee Covenant is hereby established as permitted under Utah Code § 57-1-46. The Board shall have the right (but shall not be required) to establish a Reinvestment Fee assessment amount in accordance with this Section. If established, the following terms and conditions shall govern Reinvestment Fees: (i) upon the occurrence of any sale, transfer, or conveyance of any Lot as reflected in the office of the County recorder, regardless of whether it is pursuant to the sale of the Lot or not (as applicable, a "Transfer"), the party receiving title to the Lot (the "Transferee") shall pay to the Association a Reinvestment Fee in an amount to be established by the Board in the Rules, provided that in no event shall the Reinvestment Fee exceed the maximum rate permitted by law, (ii) the Owners' Association shall not levy or collect a Reinvestment Fee for any Transfer exempted by Utah Code § 57-1-46, and (iii) the Reinvestment Fee shall be due and payable by the Transferee to the Owners' Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall be treated as an Special Assessment for collection purposes. The Owners' Association shall have the authority to record a Notice of Reinvestment Covenant against all Lots in the Project in accordance with Utah Code.

In the event that the Master Association establishes a Reinvestment Fee Covenant pursuant to its authority under Section 12.1.4 of the Master Declaration, then the Owners' Association shall have the right to assess Owners a reinvestment fee in accordance with the rights granted to the Owners' Association by the Master Association. If a reinvestment fee covenant is established by the Master Association, then this Section shall not be construed to be an independent reinvestment fee covenant separate from the covenant in the Master Declaration. The amount of the reinvestment fee assessed under the authority of the Master Declaration and Master Association shall be set forth by the Board in the Rules.

9.1.5 Payment; Waiver. Any Assessment as authorized herein is due and payable immediately upon the occurrence of the event giving rise to liability for payment of same. Failure of the Owners' Association to impose or collect any Assessment is not grounds for any action against the Owners' Association or their respective directors, officers, agents or employees, and does not constitute a waiver of the right to exercise authority to collect any Assessments in the future. For good cause shown as determined in the sole opinion of the Board, the Board may waive, wholly or partially, imposition of any Assessment authorized by this Article 9, provided, any such waiver must be conditioned upon payment in full of all remaining monetary obligations or receipt of written commitment that same will be paid within a specified period of time.

9.1.6 Reserve Budget and Capital Contribution. The Board shall prepare a reserve fund analysis as required by the Act, and the Owners' Association shall review and, if necessary, update the reserve fund analysis as required by the Act. Based upon the reserve fund analysis, the Board shall establish a reserve budget. The Board will provide a copy of the reserve fund analysis and any update thereto to any Owner requesting the same. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Owners' Association, as shown on the budget, with respect both to amount and timing by annual Base Assessments over the period of the budget. The capital contribution



required, if any, shall be fixed by the Board and shall be included and distributed with the applicable budget and notice of Assessments. The reserve funds shall not be used for daily maintenance expenses, unless a majority of Owners vote to approve the use of the reserve funds for that purpose, or for any purpose other than the purpose for which the reserve fund was established. The reserve fund shall be maintained separate from other Owners' Association funds. The Board will prepare and submit the reserve fund analysis as required by the Act.

9.1.7 Date of Commencement of Assessments. The obligation to pay the Assessments provided for herein shall commence as to each Lot on the first day of the month. Assessments shall be due and payable in a manner and on a schedule as the Board may provide. The first annual Base Assessment levied on a Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

9.1.8 Written Statement of Unpaid Assessment. The Owners' Association will issue a written statement indicating any unpaid Assessment with respect to a Lot covered by the request upon the written request of any Owner and payment of a reasonable fee not to exceed the maximum amount permitted by applicable law.

9.1.9 Fines. The Board may assess a fine against any Owner for a violation of the Governing Documents, subject to the following: (a) before assessing a fine, the Board will (i) notify the Owner of the violation as provided herein, and (ii) inform the Owner that a fine will be imposed if the violation is not remedied. Any unpaid fines shall be treated as Special Assessments and such fines shall be subject to any applicable interest and late fees commencing as of the later of (1) the date of the assessment, or (2) if the Owner requests a hearing, the date of the final decision following the hearing. If an Owner disputes the assessment of a fine, the Owner may request an informal hearing to protest or dispute the fine within fourteen (14) days from the date of the notice of the fine. For any of the fines imposed against the offending Owner, the offending Owner shall be barred from challenging the validity of the fine if the Owner does not deliver a written hearing request to the Board within fourteen (14) days of the notice of the fine. At any such informal hearing, the Board shall make a reasonable determination, based on the information provided by the Owner and any other information available to the Board, whether to rescind, reduce, or waive the fine.

9.1.10 Lien for Assessments. The Owners' Association has a lien on a Lot for Assessments and, except as otherwise provided in this Declaration, for fines, fees, charges, and costs associated with collecting an unpaid Assessment, including court costs and reasonable attorney fees, late charges, interest, and any other amount that the Owners' Association is entitled to recover under this Declaration, at law, or an administrative or judicial decision, and any fine that the Owners' Association may impose against the Owner. The obligation to pay Assessments hereunder is part of the purchase price of each Lot when sold to an Owner, and an express vendor's lien is hereby retained to secure the payment thereof and is hereby transferred and assigned to the Owners' Association. Additionally, a lien with a power of sale is hereby granted and conveyed to the Owners' Association to secure the payment of such Assessments. The recording of this Declaration constitutes record notice and perfection of the above-described lien. If an Assessment is payable in installments, the lien will be for the full amount of the Assessment from the time the first installment is due, unless the Owners' Association otherwise provides in a notice of Assessment. An unpaid Assessment or fine accrues interest at the rate provided in this Declaration. The lien provided in this Section 9.1.10 has priority over each other lien and encumbrance on a Lot except: (a) a lien or encumbrance recorded before the Declaration is recorded; (b) a first or second security interest on the Lot secured by a Mortgage that is recorded before a recorded notice of lien by or on behalf of the Owners' Association; or (c) a lien for real estate taxes or other governmental assessments or charges against the Lot. To evidence any lien hereunder, the Owners' Association may prepare a written notice of an Assessment lien, which shall be signed by an officer of the Owners' Association and may be recorded in the Official



Records of Utah County, Utah. The written notice of the Assessment lien will set forth the description of the Lot, the name of the Owner of the Lot, and the amount of the Assessment and any other amounts due and owing with respect to the Lot subject to such Assessments.

9.1.11 Enforcement of a Lien. In accordance with Utah Code Ann. §§57-8a-301 *et seq.*, the Owners' Association may cause a Lot to be sold through non-judicial foreclosure as though the lien were a deed of trust, in the manner provided by Utah Code Ann. §§57-1-24, 57-1-25, 57-1-26, and 57-1-27 (as amended from time to time) and the Act, or foreclose the lien through a judicial foreclosure in the manner provided by Law for the foreclosure of a mortgage and the Act. For purposes of a non-judicial or judicial foreclosure, the Owners' Association is considered to be the beneficiary under a trust deed; and the Owner is considered to be the trustor under a trust deed. In the event of the election by the Board to foreclose the liens herein provided for nonpayment of sums secured to be paid by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed by a request by the President of the Owners' Association) to enforce this trust deed and to sell such Lot, and all rights appurtenant thereto. Notwithstanding the foregoing, the Association may bring an action against an Owner to recover an amount for which a lien is created under Utah Code Ann. § 57-8a-301 (as amended from time to time) or from taking a deed in lieu of foreclosure, if the action is brought or deed taken before the sale or foreclosure of the Owner's Lot. At any judicial foreclosure or non-judicial foreclosure, the Owners' Association shall be entitled to bid up to the amount of the sum secured by its lien, together with interest, costs, and expenses of sale, including trustee's and attorneys' fees and other amounts due and owing, and to apply as a cash credit against its bid all sums due to the Owners' Association covered by the lien foreclosed. The Owners' Association need not pursue a judicial foreclosure or non-judicial foreclosure to collect an unpaid Assessment but may file an action to recover a money judgment for the unpaid Assessment without waiving the lien or its rights and remedies as provided herein or available at law or in equity.

The Owners' Association's non-judicial foreclosure of a Lot is governed by Utah Code Ann. §§ 57-1-19 through §57-1-34 to the same extent as though the Owners' Association's lien were a trust deed. If there is a conflict between a provision of the Act and a provision of Utah Code Ann. §§57-1-19 through §57-1-34 with respect to the Owners' Association's non-judicial foreclosure of a Lot, the Act controls.

A court entering a judgment or decree in a judicial action brought by the Owners' Association shall award the prevailing party its costs and reasonable attorneys' fees incurred before the judgment or decree and, if the Owners' Association is the prevailing party, any costs and reasonable attorney fees that the Owners' Association incurs collecting the judgment. In a non-judicial foreclosure, the Owners' Association may include in the amount due, and may collect, all costs and reasonable attorney fees incurred in collecting the amount due, including the costs of preparing, recording, and foreclosing a lien.

9.1.12 Subordination of the Lien. The lien of Assessments, including interest, late charges (subject to the limitations of Utah law), and costs (including attorney fees and costs) provided for herein, shall be subordinate to tax liens, assessments imposed pursuant to the Master Declaration, and to the lien of any first Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to judicial or non-judicial foreclosure (i.e., power of sale) of a first Mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer unless the Owner against whom the original Assessment was made is the purchaser at the foreclosure sale (in which event such lien shall remain in full force and effect). Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or non-judicial foreclosure of the Mortgage, such Mortgagee shall not be liable for the share of the Common Expenses or Assessments by the Owners' Association chargeable to such Lot which became due prior to such acquisition of title. Such unpaid share of Common Expenses or Assessments shall be deemed to be



Common Expenses collectable from Owners of all the Lots, including such acquirer, its successors and assigns.

9.1.13 Property Manager. The Board may contract with an independent third-party professional property manager to provide the services and/or to perform the duties of the Owners' Association herein, and in connection therewith, by contract or resolution, assign to such managing agent the right to set the amounts of and to receive payments of the applicable charges. The property manager so engaged shall be an independent contractor and not an agent or employee of the Owners' Association. The obligation to contract with a property manager may not be waived, cancelled, modified, or amended in any way. The right and authority of any property manager to set the amounts and receive payment as aforesaid is deemed to be assigned by virtue of contracting with a property manager to provide the associated functions and services for so long as the applicable contract remains in effect unless the applicable contract expressly provides otherwise. Subject to the aforesaid notice requirement as to a property manager and as required regarding this Declaration, the Board or its property manager, as applicable, may adopt, amend, revise and repeal any such charges from time to time without notice.

9.1.14 Enforcement. The Board shall use its reasonable judgment to determine whether to exercise the Owners' Association's powers to impose sanctions or pursue legal action for a violation of the Governing Documents, including: (a) whether to compromise a claim made by or against the Board or the Owners' Association; and (b) whether to pursue a claim for an unpaid Assessment. The Owners' Association may not be required to take enforcement action if the Board determines, after fair review and acting in good faith and without conflict of interest, that under the particular circumstances: (i) the Owners' Association's legal position does not justify taking any or further enforcement action; (ii) the covenant, restriction, or rule in the Governing Documents is likely to be construed as inconsistent with current law; (iii) a technical violation has or may have occurred, and the violation is not material as to a reasonable person or does not justify expending the Association's resources; or (iv) it is not in the Owners' Association's best interests to pursue an enforcement action, based upon hardship, expense, or other reasonable criteria. A decision by the Board to forego enforcement action shall not prevent the Owners' Association from later taking enforcement action. Any inaction by the Board or the Owners' Association shall not be deemed a waiver of any rights to take any enforcement action in the future. The Board may not be arbitrary, capricious, or against public policy in taking or not taking enforcement action.

9.1.15 Exempt Property. Notwithstanding anything to the contrary herein, the following portions of the Real Property shall be exempt from payment of Base Assessments and Special Assessments: (i) the Common Area; (ii) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks, if any; and (iii) all property held in fee simple or leased by Declarant or a Declarant Affiliate.

## ARTICLE 10 EASEMENTS

10.1 Easement for Declarant. There is hereby created a nonexclusive easement for ingress and egress over, for the right to go over, under and across, and for the right to enter and remain upon, all portions of the Project, including but not limited to, the Common Area (including, but not limited to any private streets and a right of access through any guard gates, key gates or other access control points) for the purpose of enabling Declarant, and Declarant's Related Parties and their respective invitees, licensees, contractors and guests to exercise Declarant's rights and obligations hereunder, and to engage in activities reasonably related to the development, management, administration, operation, and maintenance of the Common Area. This easement shall be in favor of Declarant and its Related Parties and appurtenant to the Real Property. The rights of access established in this Section shall be exercised so as to reasonably minimize interference with the quiet enjoyment of a Lot by its Owner.



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10.2 Owners' Association Easement. There is hereby created a nonexclusive easement in favor of the Owners' Association for ingress and egress over the entire Project including, but not limited to, the Common Area (except the interior of an occupied dwelling unit) for the purpose of enabling the Owners' Association and its contractors and Related Parties to implement the provisions of this Declaration, including the installation, maintenance, and repair of utilities the Association controls or administers. The rights of access established in this Section 10.2 shall be exercised so as to reasonably minimize interference with the quiet enjoyment of a Lot by its Owner. Every Lot is also hereby subjected to a nonexclusive easement for overspray and runoff of water from any irrigation systems serving the Common Area. Under no circumstance will the Owners' Association or any Related Party of the Owners' Association be responsible for any property damage or personal injury resulting from any overspray or from the operation of the irrigation systems serving the Common Area.

## ARTICLE 11 ADDITIONAL RIGHTS RESERVED TO DECLARANT

11.1 Common Area. At any time and from time to time during the Declarant Control Period, Declarant may convey to the Owners' Association fee simple or easement interests in real property, improved or unimproved. Upon such conveyance to the Owners' Association and the recording of a Supplement to this Declaration setting forth such Common Area, such real property interest shall be accepted by the Owners' Association as Common Area and thereafter shall be maintained by the Owners' Association at its expense.

11.2 Expansion by Declarant. From time to time, Declarant may submit to the terms of this Declaration additional property by recording a Supplement describing the additional property to be submitted. Declarant may record such a Supplement without the consent of any Person except the owner of such property, if not Declarant. A Supplement shall be effective upon recording unless otherwise specified in the Supplement. On the effective date of the Supplement, any additional property made subject to this Declaration shall be assigned voting rights in the Owners' Association and assessment liability in accordance with the provisions of this Article. Declarant's right to expand the Project under this Section expires upon expiration of the Declarant Control Period; provided, however, nothing in this Declaration shall require Declarant or any successor to submit additional property to this Declaration.

11.3 Withdrawal of Property. During the Declarant Control Period, Declarant may amend this Declaration through recordation of a Supplement to remove any unimproved portion of the Project from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not Declarant.

11.4 Right to Transfer or Assign Declarant Rights. Any or all of Declarant's rights and obligations set forth in this Declaration or the Bylaws may be transferred in whole or in part to other Persons. No such transfer or assignment shall be effective unless it is in a written instrument Declarant signs.

11.5 Self-Help. In the event the Owners' Association fails to fulfill its obligations, then during the Declarant Control Period, Declarant, or a Declarant Affiliate, may, upon not less than fifteen (15) days written notice to the Owners' Association, undertake to complete the Owners' Association's obligations under this Declaration. If Declarant, or a Declarant Affiliate, exercises its self-help rights herein, then the Owners' Association shall reimburse Declarant, or said Declarant Affiliate, for all costs and expenses incurred in performing the Owners' Association's obligations within fifteen (15) days of written request therefor.





**ARTICLE 12**  
**TERMINATION AND AMENDMENT OF DECLARATION**

12.1 Term and Termination. This Declaration shall remain effective in perpetuity unless at least sixty-seven percent (67%) of the then-Owners sign a document stating that the Declaration is terminated and that document is recorded. In such case, this Declaration shall terminate on the date specified in the termination document.

12.2 Amendment.

12.2.1 By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, until termination of the Declarant Control Period, Declarant may unilaterally amend this Declaration for any purpose. Declarant's unilateral right to amend shall be construed liberally and shall include, without limitation, the right to amend and/or restate this Declaration in part or in its entirety. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee mortgage loans on the Lots; or (d) to satisfy the requirements of any local, state, or federal governmental agency. However, any amendment under this paragraph shall not adversely affect the title to any Lots unless the Owner shall consent in writing.

12.2.2 By Owners. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners representing sixty-seven percent (67%) of the total votes in the Owners' Association. In addition, during the Declarant Control Period, any such amendment shall also require Declarant's written consent.

12.2.3 Validity and Effect. No amendment may remove, revoke, or modify any right or privilege of Declarant or a Declarant Affiliate without the written consent of Declarant or a Declarant Affiliate, respectively (or the assignee of such right or privilege). If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third-party will affect the validity of such amendment. Any amendment shall become effective upon recording unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

**ARTICLE 13**  
**GENERAL PROVISIONS**

13.1 Successors and Assigns. Each easement, restriction and covenant contained herein shall be appurtenant to and for the benefit of all portions of the Project and shall be a burden thereon, for the benefit of all portions of the Project, and shall run with the land. This Declaration and the restrictions, easements, covenants, benefits and obligations created hereby shall inure to the benefit of and be binding upon Declarant, Owners and their successors, transferees and assigns; provided, however, that, if any Owner transfers all of its interest in a Lot or Parcel, the transferee thereof shall automatically be deemed to have assumed and agreed to be bound by the covenants and agreements herein contained, and the transferor shall thereupon be released and discharged from any and all obligations under this Declaration accruing after the date of sale.



13.2 No Dedication to Public. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Project to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.

13.3 No Cancellation. No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration.

13.4 Survival. If any clause, sentence or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

13.5 No Merger. The ownership of the entire Project by the same party shall not affect the termination of this Declaration.

13.6 Mortgagee Protection. Breach of any of the covenants or restrictions contained in this Declaration shall not defeat or render invalid the lien of any Mortgage made in good faith and for value as to the Project or any part thereof, including a Lot, but all of the foregoing provisions, restrictions and covenants shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

13.7 Remedies. Declarant and any Owner of any portion of the Project may prosecute any proceedings at law or in equity against any Person or entity violating or attempting to violate any of the agreements, covenants, conditions and restrictions herein, to prevent it, him or them from so doing and/or to recover damages from or on account of such violation. All costs and expenses of any such suit or proceedings, including attorneys' fees, as well as any judgment thereof, shall be assessed against the losing party and shall constitute a lien against the real property or the interest therein in the Project belonging to such party as provided in Article 7 above, which the prevailing party may foreclose in the manner provided in such Article 7. All remedies set forth herein or otherwise available at law or equity shall be cumulative.

13.8 Third-Party Beneficiaries. By taking title to a Lot, each owner acknowledges and agrees that the Declarant Affiliate is an intended third-party beneficiary; provided, however, no rights, privileges or immunities set forth herein shall inure to the benefit of any other customer, employee, guest, licensee or invitee of any Owner, tenant or any other occupant of any portion of the Project, nor shall any other customer, employee, guest, licensee or invitee of such Owner, tenant or occupant be deemed to be a third-party beneficiary of any of the provisions contained herein.

13.9 Captions. The captions heading the various Articles of this Declaration are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective sections.

13.10 Consent. Unless otherwise set forth herein, any approval or consent required or requested of the Declarant or the Owners' Association may be withheld in its sole and absolute discretion. Unless otherwise specified herein, any approval or consent required to be obtained hereunder by any Owner, other than the Declarant or the Owners' Association, shall not be unreasonably withheld and shall be given or withheld within thirty (30) days after delivery of the request therefor. In the event an Owner whose approval or consent is sought pursuant to the immediately preceding sentence fails to respond within the applicable time period, such Owner shall be deemed to have approved of, or consented to, the matter in question.



13.11 Assignment. Except as otherwise expressly set forth herein, no Owner shall have the right to assign all or any portion of its rights, benefits, duties or obligations under this Declaration except in connection with a transfer or conveyance by such Owner of its interest in property within the Project (and any conveyance made by deed of trust, Mortgage or other security instrument as security for any obligation or indebtedness shall not be deemed to be a transfer or conveyance within the meaning of the foregoing).

13.12 Notices. Any notice, demand, request or other communication required or permitted to be given by an Owner to another Owner, or to Declarant, shall be in writing, signed by the party giving the notice, and shall be given by delivering the same in person, by a recognized overnight courier service which maintains delivery records (such as Federal Express) or by depositing the same in the United States mail, registered or certified, return receipt requested, first-class postage, and postage prepaid. All notices shall be sent to the respective mailing addresses of the parties hereto at the following addresses, until such addresses are changed as hereinafter provided:

Declarant: Suburban Land Reserve, Inc.  
Attn: Asset Manager  
51 South Main Street, Suite 301  
Salt Lake City, Utah 84111

To any other Owner: At such address as such Owner shall designate in writing to Declarant or at such Owner's address in the Project if such Owner shall fail to designate in writing another address to Declarant.

Any Owner may change its mailing address at any time by giving written notice of such change to the Declarant in the manner provided herein at least ten (10) days prior to the date such change is effective. Personal service and service by recognized overnight courier service will be deemed to be complete upon receipt, and service by mail will be deemed complete on deposit of said notice in the United States mail.

13.12.1 Owners' Association Notices. Any notice required or permitted to be given to any Owner according to the provisions of this Declaration shall be deemed to have been properly furnished if personally delivered, emailed, texted, or if mailed postage prepaid, to the Person who appears as an Owner, at the latest email, phone number, or mailing address for such Person appearing in the records of the Owners' Association at the time notice is sent. If no email, phone number, or mailing address has been provided, the physical address of the Lot owned by said Owner shall be used for notice purposes. Unless an Owner notifies the Owners' Association in writing that they desire to receive notices via USPS mail, each Owner shall provide to the Board, or the Owners' Association's Manager, an email address that the Owners' Association may use to affect notice as described herein, along with a telephone number that can receive texts. Any notice sent via email or text shall be deemed to be delivered once the notice has been sent to the email address or phone number on file with the Owners' Association. Any notice sent by mail shall be deemed delivered when deposited in the United States mail. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered to all such co-Owners. The declaration of an officer or authorized agent of the Owners' Association declaring under penalty of perjury that a notice has been sent to any Owner or Owners, in any manner that this Section allows, shall be deemed conclusive proof of such delivery.

Notice from an Owner to the Owners' Association shall be delivered by registered or certified United States mail postage prepaid, addressed to the office of the Manager of the Association (if any); or if there is no Manager, the Registered Agent with the Utah Department of Commerce (if any); or if there is none, to the President of the Association. The Owners' Association shall have the right to designate an email or USPS mailing address for receipt of notices hereunder by Rule.



13.13 Jurisdiction. Any matter arising under this Declaration shall be governed by and determined in accordance with the Laws of the State of Utah.

13.14 Other Agreements. Nothing contained in this Declaration shall be construed as a limitation on Declarant's right to enter into any supplemental agreement with the grantee or lessee of any Parcel (or portion thereof) on terms and conditions more favorable to Declarant or otherwise different than those contained herein; provided, however, in all events, any such agreement shall be subordinate to this Declaration.

13.15 No Waiver. Failure by the Owners' Association to enforce any restriction or provision herein contained, or contained in the Bylaws or the Rules, in any certain instance or on any particular occasion, shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other restriction or provision.

(Signature and Acknowledgement to follow)

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IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective as of the Effective Date.

DECLARANT:

SUBURBAN LAND RESERVE, INC.  
a Utah corporation

By:  Signed on 2021/01/20 09:40:37 -8:00

Name: R. Steven Romney  
Its: President

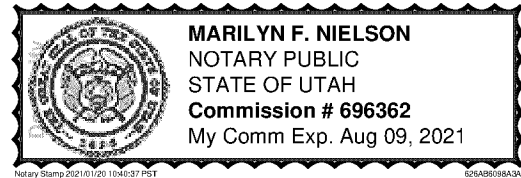


STATE OF UTAH )  
: SS.  
COUNTY of SALT LAKE )

On this 20 day of January, 2021, before me personally appeared R. Steven Romney, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the President of SUBURBAN LAND RESERVE, INC., a Utah corporation, and that the foregoing document was signed by him on behalf of said corporation in his capacity as President.

The principal taking the oath and signing the document, R. Steven Romney, appeared remotely using audio/video communication technology approved by the State of Utah.

Notary  Signed on 2021/01/20 09:40:37 -8:00



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**Declaration of CCRs - Beacon Pointe Sub-Association Declaration - Saratoga Springs UT FINAL-4850-8900-3478 ver. 2.pdf**

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**E-Signature Summary**

**Signer 1: R. Steven Romney (RSR)**

January 20, 2021 09:40:37 -8:00 [E97B4B75A847] [73.20.31.187]  
romneys@slreserve.com (Personally Known)

**E-Signature Notary: Marilyn F. Nielson (MFN)**

January 20, 2021 09:40:37 -8:00 [626AB6098A3A] [104.254.200.104]  
nielsonm@slreserve.com

I, Marilyn F. Nielson, did witness the participants named above electronically sign this document.



OWNERS' CONSENT

Each of the Owners below hereby consent to the recording of this Declaration.

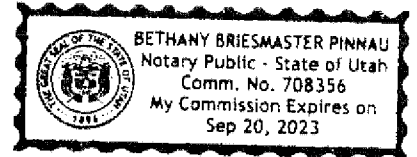
DESTINATION HOMES, INC.,  
a Utah corporation

By: [Signature]  
Name: Carter Owens  
Its: CEO  
Date: 1/19/2021

STATE OF UTAH )  
 ) : ss.  
COUNTY OF DAVIS )

On this 19<sup>th</sup> day of January, 2021, before me personally appeared Carter Owens, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the CEO of DESTINATION HOMES, INC., a Utah corporation, and that the foregoing document was signed by him on behalf of said corporation in his capacity as CEO.

[Signature]  
Notary Public



CADENCE HOMES, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF UTAH )  
 ) : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared \_\_\_\_\_, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the \_\_\_\_\_ of CADENCE HOMES, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of said limited liability company, in his capacity as \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

OWNERS' CONSENT

Each of the Owners below hereby consent to the recording of this Declaration.

RAINEY HOMES, INC.,  
a Utah corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF UTAH )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared \_\_\_\_\_, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the \_\_\_\_\_ of RAINEY HOMES, INC., a Utah corporation, and that the foregoing document was signed by him on behalf of said corporation in his capacity as \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

SYMPHONY HOMES, LLC,  
a Utah limited liability company

By: Bruce G. Robinson  
Name: Bruce G. Robinson  
Its: MANAGER  
Date: 1/19/21

STATE OF UTAH )  
 : ss.  
COUNTY OF Davis )

On this 19<sup>th</sup> day of January, 2021, before me personally appeared Bruce G. Robinson whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the MANAGER of SYMPHONY HOMES, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of said limited liability company, in his capacity as MANAGER.

Heather Muir  
Notary Public





OWNERS' CONSENT

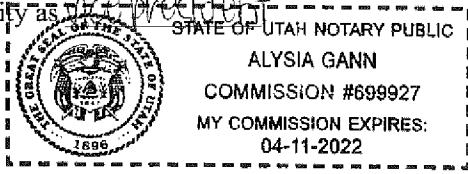
Each of the Owners below hereby consent to the recording of this Declaration.

RAINEY HOMES, INC.,  
a Utah corporation

By: [Signature]  
Name: Justin Taylor  
Its: VP  
Date: 1/17/2021

STATE OF UTAH )  
 : ss.  
COUNTY OF DAVIS )

On this 19 day of January, 2021, before me personally appeared Justin Taylor, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the vice president of RAINEY HOMES, INC., a Utah corporation, and that the foregoing document was signed by him on behalf of said corporation in his capacity as vice president.



[Signature]  
Notary Public

SYMPHONY HOMES, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF UTAH )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared \_\_\_\_\_, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the \_\_\_\_\_ of SYMPHONY HOMES, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of said limited liability company, in his capacity as \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

OWNERS' CONSENT

Each of the Owners below hereby consent to the recording of this Declaration.

DESTINATION HOMES, INC.,  
a Utah corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF UTAH )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared \_\_\_\_\_, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the \_\_\_\_\_ of DESTINATION HOMES, INC., a Utah corporation, and that the foregoing document was signed by him on behalf of said corporation in his capacity as \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

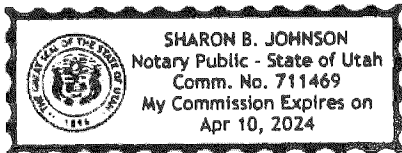
CADENCE HOMES, LLC,  
a Utah limited liability company

By: [Signature]  
Name: Ryan B. Bybee  
Its: [Signature]  
Date: 1/19/21

STATE OF UTAH )  
 : ss.  
COUNTY OF Utah )

On this 19th day of January, 2021, before me personally appeared Ryan Bybee, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the Manager of CADENCE HOMES, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of said limited liability company, in his capacity as Manager.

[Signature]  
Notary Public



**EXHIBIT A**

DESCRIPTION OF REAL PROPERTY

Lots 1–120 of Founders at Beacon Pointe Plat A recorded on March 3, 2020, as Entry No. 27310:2020, Map 16979, in the Official Records of the Utah County Recorder's Office.

**Parcel Numbers: 39:310:0001 through 39:310:0120**

**EXHIBIT B**  
**BYLAWS**

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**BYLAWS**  
**OF**  
**FOUNDERS AT BEACON POINTE OWNERS ASSOCIATION,**  
**a Utah nonprofit corporation**

**BYLAWS OF FOUNDERS AT BEACON POINTE OWNERS ASSOCIATION**

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act and the Community Association Act, the Board of Directors of Founders at Beacon Pointe Owners Association, a Utah nonprofit corporation, hereby adopts the following Bylaws for such nonprofit corporation:

**ARTICLE I  
NAME AND PURPOSE**

1.1 Name. The name of the nonprofit corporation is Founders at Beacon Pointe Owners Association, hereinafter referred to as the “*Company*.”

1.2 Purpose. The Company is organized as a nonprofit corporation for the benefit of the owners of real property within a residential project located in Saratoga Springs, Utah, and commonly known as “Beacon Pointe.” The Company shall be operated to (i) manage, maintain and administer the Common Area and the Improvements constructed thereon from time to time, and (ii) administer, collect and disburse funds pursuant to the provisions regarding assessments and charges for the Common Area. The provisions of the Declaration, as the same may be amended from time to time in accordance with the provisions hereof, are hereby incorporated by this reference. The real property which shall be initially subject to the Declaration is specifically set forth on Exhibit A, attached hereto and incorporated herein by this reference. This Declaration is subject to amendment, including the annexation of additional real property, in accordance with the provisions of this Declaration.

**ARTICLE II  
DEFINITIONS AND RULES OF CONSTRUCTION**

2.1. Definitions. The following definitions shall apply for purposes of these Bylaws:

“*Articles*” means the Company’s articles of incorporation, as the same may be amended from time to time, of record with the Utah Division of Corporations and Commercial Code.

“*Board*” means the Company’s board of directors, elected and serving under these Bylaws as contemplated and regulated by the Corporation Law.

“*Community Association Law*” shall mean the Community Association Act under Utah Code Ann. § 57-8a-101 et seq., as such act may be amended from time to time, or any successor law.

“*Corporation Law*” means the Utah Revised Nonprofit Corporation Act, as such act may be amended from time to time, or any successor law.

“*Declarant*” has the meaning given in the Declaration.

“*Declarant Control Period*” has the meaning given the Declaration.

“*Declaration*” means that certain Declaration of Covenants, Conditions, and Restrictions for Founders at Beacon Pointe, as recorded in the Recorder’s Office of Utah County, State of Utah, concurrently with these Bylaws, as the same may be amended from time to time.

“*Lot*” has the meaning given the Declaration.

“*Owner*” has the meaning given in the Declaration.

“*Project*” has the meaning given in the Declaration.

“*Quorum*” means the total number of Members in attendance at any validly called and held meeting in which the Company desires to take any action permitted pursuant to the Declaration, which total number shall include the total number of Members’ mail in votes, proxies of Members, and any other representation of votes as allowed pursuant to Utah law.

“*Voting Rights*” are in reference to those voting rights granted to Owners in Article 4 of the Declaration, and more particularly described in Section 4.2 below.

2.2. Rules of Construction. The Articles, these Bylaws and the Declaration shall be construed, administered and enforced so as to comply and avoid conflict with the Community Association Law and the Corporation Law. In the event of a conflict between the Declaration, on the one hand, and the Articles and these Bylaws, on the other hand, relating to a matter that, under the Community Association Law, must be set forth in the Declaration, the terms of the Declaration shall control. In the event of a conflict between the Declaration, on the one hand, and the Articles and these Bylaws, on the other hand, relating to a matter that, under the Corporation Law, must be set forth in the Articles or the Bylaws, the terms of the Articles and these Bylaws shall control.

**ARTICLE III  
CORPORATE OFFICES**

3.1 Principal Office. The Company’s principal office shall be fixed and located at such place as the Board shall determine. The Board is granted full power and authority to change said principal office from one location to another. Unless the Board shall determine otherwise, said principal office shall be located at the Project.

3.2. Other Offices. Branch or subordinate offices may be established at any time by the Board at any place or places.

**ARTICLE III  
MEMBERSHIP**

4.1 Membership. Each Owner shall be entitled and required to be a Member of the Company. An Owner shall become a Member of the Company immediately and automatically upon becoming an Owner and shall cease to be a Member immediately and automatically upon ceasing to be an Owner, as evidenced in the official records of the Utah County Recorder’s Office, State of Utah. The right to be a Member shall be appurtenant to the Lot to which it relates, and shall not be transferred except upon the transfer of title to said real property and then only to the transferee of title thereto. Any transfer of title to a Lot shall operate automatically to transfer the Owner’s rights as a Member of the Company appurtenant thereto to the new Owner thereof. Any attempted separate transfer shall be void.

4.2 Voting Rights. The Company shall have two (2) classes of membership, Class “A” Member and Class “B” Member as follows:

Class “A” Members are all Members with the exception of the Declarant, until Declarant’s membership reverts to Class “A” membership as provided herein. Class “A” Members are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the group of such persons shall be a Member and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. A vote cast at any

Company meeting by any of such co-Owners, where in person or by proxy, is conclusively presumed to be the vote attributable to the Lot concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-Owner of the same Lot. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a Quorum exists.

Declarant holds the sole Class "B" membership. The Class "B" membership shall terminate upon the earlier to occur of (i) expiration of the Declarant Control Period, or (ii) the surrender of Class "B" membership status by the express written action of the Declarant. Upon termination of Declarant's Class "B" Membership Declarant's Class "A" Membership shall remain.

4.3. Suspension of Membership. The Board or a committee thereof may suspend a member and his or her Voting Rights for nonpayment of assessments, fees or fines, or for conduct that the Board shall deem unfavorable to the best interests of the Company, including, without limitation, violation of any provision of the Declaration, any rules or regulations adopted for the operation of the Project, or these Bylaws. The Board shall give the member who is the subject of the proposed action fifteen (15) days' prior notice of the proposed suspension and the reasons therefor. The member may submit a written statement to the Board regarding the proposed action not less than five (5) days before the effective date of the proposed suspension. Prior to the effective date of the proposed action, the Board, or a committee authorized to decide that the proposed suspension not take place, shall review any such statement submitted and shall determine the mitigating effect, if any, of the information contained therein on the proposed suspension.

4.4. Good Standing. Any member who shall be in arrears in the payment of any installment of assessments, fees or fines more than ten (10) days after their due date shall not be in good standing and shall not be entitled to vote as a member.

## ARTICLE V MEETINGS OF MEMBERS

5.1. Place of Meetings. Meetings of members shall be held at any place within the State of Utah designated by the Board. In the absence of any such designation, meetings shall be held at the principal office of the Company. In addition, the Association may hold and conduct Owner meetings through any type of electronic means that allows Owners to communicate orally in real time including telephone and video conferencing.

5.2. Annual Meetings. There shall be an annual meeting of the Members of the Company not less often than once each calendar year on such date and at such time as may be fixed by the Board. The election of directors shall be held at the annual meeting. Any other proper business may be transacted at the annual meeting. Annual Meetings shall not be required during the Declarant Control Period, but the Declarant may hold Annual Meetings at its discretion.

5.3. Special Meetings. Special meetings of members may be called at any time by the Board, the Chairman of the Board, the President, members holding at least twenty-five percent (25%) of the Voting Rights, or the Declarant. Upon request in writing to the Chairman of the Board, the President, any Vice President or the Secretary by any person (other than the Board) entitled to call a special meeting of members, the officer forthwith shall cause notice to be given on behalf of the Company to the members entitled to vote that a meeting will be held at a time fixed by the Board, not less than thirty-five (35) or more than ninety (90) days after the receipt of the request. If the notice is not given within twenty (20) days after receipt of the request, the persons entitled to call the meeting may give the notice on behalf of the Company.

5.4. Notice of Annual or Special Meetings. Notice of meetings of members shall be given in a fair and reasonable manner.

Written notice of each annual or special meeting of members shall be given not less than ten (10) nor more than ninety (90) days before the date of the meeting to each member entitled to notice thereof; provided, however, that if notice is given by mail, and the notice is not mailed by first-class, registered, or certified mail, the notice shall be given not less than thirty (30) days before the meeting. Such notice shall state the place, date and hour of the meeting and (1) in the case of a special meeting, the general nature of the business to be transacted, and no other business may be transacted, or (2) in the case of the annual meeting, those matters that the Board, at the time of the mailing of the notice, intends to present for action by the members, but, subject to the provisions of applicable law, any proper matter may be presented at the meeting for action. The notice of any meeting at which directors are to be elected shall include the names of all those who are nominees at the time the notice is sent to the members. When giving notice of a meeting of Members, the Company, or those persons acting on behalf of the Company, shall give notice of a matter a Member intends to raise at the meeting if (a) requested in writing to do so by a person entitled to call a special meeting and (b) the request is received by the President (if any) or the Secretary at least ten (10) days before notice of the meeting is given.

Notice of a Members' meeting may be given personally, by email, by text, by mail, or by other means of written or electronic communication and shall be addressed to a Member at the address of such member appearing on the books of the Company or given by the Member to the Company for the purpose of notice; or, if no such address appears or is given, (i) by mail to the mailing address for the Lot to which the membership relates, (ii) at the place where the principal office of the Company is located or (iii) by publication at least three (3) separate times in a newspaper of general circulation in the county in which the principal office is located. Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission or is transmitted by the person giving the notice by electronic means, to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the receiver.

5.5. Quorum. Except as hereafter provided, and as otherwise provided in the Articles or Declaration, a Quorum as defined in Section 2.1 herein shall constitute a quorum for any action. If a Quorum shall not be present at any meeting, the Board shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a Quorum as aforesaid shall be present or be represented.

5.6. Adjourned Meetings and Notice Thereof. Any members' meeting, whether or not a Quorum is present, may be adjourned from time to time by the vote of a majority of the votes represented either in person or by proxy, but in the absence of a Quorum (except as provided in Section 5.9) no other business may be transacted at such meeting. It shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by announcement at the meeting at which such adjournment is taken; provided, however, when any members' meeting is adjourned for more than forty-five (45) days or, if after adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given as in the case of the meeting as originally called, whether annual or special.

5.7. Voting. The affirmative vote of the majority of the Quorum shall be the act of all the Members, unless the act of a greater number is expressly required by law, by the Declaration, or by the Articles or



elsewhere in these Bylaws. Upon direction of the presiding officer, the vote upon any business at a meeting shall be by ballot, but otherwise any such vote need not be by ballot.

5.8. Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by written proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member. If there is more than one Owner of a Lot, the instrument authorizing the proxy to act must have been executed by all Owners. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Company or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

5.9. Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the required percentage of the Members entitled to vote necessary for approval with respect to the subject matter thereof. Any action so approved shall have the same effect as though taken at an Owner meeting. Ballots or written consents may be obtained via any electronic or physical means including but not limited to email, facsimile, text, or paper document.

5.10. Waiver of Irregularities. All inaccuracies and irregularities in the manner of voting, form of proxies and method for ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

## **ARTICLE VI DIRECTORS**

6.1. Powers. Subject to the limitations of the Articles and these Bylaws, the business, activities and affairs of the Company shall be conducted and all corporate powers shall be exercised by, or under the direction and authority of, the Board. Subject to the limitations of the Corporation Law, the Board may delegate the management of the business and activities of the Company to any person or persons, a management company or committees, however composed; provided, however, that the business, activities and affairs of the Company shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers granted or permitted by law or enumerated in the Declaration or these Bylaws:

(a) To conduct, manage and control the affairs and activities of the Company, and to make such rules and regulations therefor not inconsistent with law, the Articles or these Bylaws, as they may deem appropriate.

(b) To select and remove all officers, agents and employees of the Company, prescribe powers and duties for them as may not be inconsistent with law, the Articles or these Bylaws, as the Board may deem appropriate;

(c) To levy assessments, fees and fines against members, and to assert, file, perfect, and to enforce the Declaration, including, without limitation, foreclosing liens against Lots for the collection of same;

(d) Suspend the Voting Rights, and any other rights, of a Member during any period in which such Member shall be in default in the payment of any assessments levied by the Company or in violation of any of the use restrictions;

(e) Enter into agreements or leases which provide for management, repair, and replacement of the Common Area and Improvements located thereon;

(f) Enforce and administer the Declaration, including, without limitation procuring insurance;

(g) Subject to Section 6.2, to borrow money and incur indebtedness for the purposes of the Company, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor; and

(i) Exercise for the Company all powers, duties and authority vested in or delegated to the Company and not reserved to the membership of Members by other provisions of these Bylaws, the Articles, or the Declaration.

6.2. Limitation on Board Authority. The Board shall have the power to borrow for any legal purpose; provided, however, the advance approval of the Members holding a majority of the Voting Rights that are not suspended, represented in person or by proxy at a duly constituted meeting or acting by written ballot, shall be required in the event that:

(a) The proposed borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed ten percent (10%) of the Company's budgeted gross expenses for that fiscal year; or

(b) It is proposed that a mortgage lien be placed on any portion of the Company's property.

6.3. Number of Directors: Votes. The authorized number of directors shall be not less than three (3) nor more than seven (7) until changed by amendment of the Articles or these Bylaws. The exact number of directors shall be fixed, within the limits specified, by resolution duly adopted by the Board. The initial number of directors shall be five (5) until changed as provided in this Section 6.3. Each director shall have one (1) vote.

6.4. Appointment or Election: Term of Office. During the Declarant Control Period, the Declarant shall have the sole and exclusive right to appoint directors and, with or without cause, to remove directors. Thereafter, directors shall be elected at an annual meeting of the Members. After the Declarant Control Period, only Owners who are individuals may serve as directors; provided, however, that in the event an Owner is a partnership, limited liability company, corporation or other legal entity, then any individual who is an owner, officer, director, employee, shareholder, member, manager, partner, agent, appointee or other representative of such Owner may serve as a director.

A meeting of the Members for the purpose of electing directors shall be held promptly following the Declarant Control Period. Immediately following such meeting of the members, the Board shall divide itself into two (2) groups of directors of two (2) and three (3) directors each. The terms of office for each group of elected directors shall be staggered. The first group of elected directors shall hold office until the next following annual meeting of the Members, and the second group of elected directors shall hold office until the second following annual meeting of the Members. The directors in each group shall thereafter hold office for two-year terms until the annual meeting of the Members at which their terms expire and until their respective successors are elected and qualified.

6.5. Proxies. A director may exercise his voting rights either in person or by written proxy executed by the director (but not by a director's attorney-in-fact or agent) in favor of another director. Any such proxy

shall be limited to a specific meeting, shall authorize the other director to cast the vote that is directed to be cast by such written proxy with respect to one or more particular proposals that are described with reasonable specificity in the proxy, shall be revocable at any time by the director giving such proxy, and shall be filed with the Secretary and in the minutes of the meetings of the Board. For purposes of these Bylaws, including the determination of the presence of a quorum, a director voting by written proxy pursuant to this Section 6.5 shall be counted as if present in person at the specific meeting to which such proxy relates.

6.6. Vacancies. If vacancies occur during the Declarant Control Period, the Declarant shall appoint a Board Member to fill the vacancy. After the Declarant Control Period, if one or more vacancies shall occur in the Board by reason of the death, resignation or removal of a director, or if the authorized number of directors shall be increased, the directors then in office shall continue to act and such vacancies or newly created director positions shall be filled by a majority vote of the directors then in office, though less than a quorum, which vote shall be taken at an official meeting of the Board. Any vacancy in the Board which shall occur by reason of removal of a director by a vote of the Members, shall be filled by the person receiving a majority of the vote of the Members present and entitled to vote, in person or by proxy, in an election held at the meeting of Members at which such director is removed (subject to Declarant's rights). Any director elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of such director's predecessor or, in the event of a newly created director-position, until the next annual meeting where votes of the Members shall be cast to fill such newly created position for the duration established for such newly created position, as the case may be.

6.7. Place of Meeting. Meetings of the Board shall be held at any place within or without the State of Utah that has been designated from time to time by the Board. In the absence of such designation, regular meetings shall be held at the principal office of the Company. The Board may allow attendance and participation at any Board meeting by telephone or any other electronic means that allows for Board Members to communicate orally in real time. Following the Period of Declarant Control, if a Board meeting is held by telephone, the Association shall provide the call-in information such that Owners may call-in to access the meeting.

6.8. Annual Meetings. The Board shall hold an annual meeting for the purposes of organization, selection of officers and the transaction of other business. Annual meetings of the Board shall be held on such dates and at such times as may be fixed by the Board.

6.9. Regular Meetings. Regular meetings of the Board may be held without call or notice on such dates and at such times as may be fixed by the Board. During the Declarant Control Period, meetings of the Board shall be held at the discretion of the Declarant so long as at least one meeting is held each year and a meeting is held each time the Association increases a fee or raises an Assessment.

6.10. Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the Chairman of the Board, the President, any Vice President, the Secretary or any two (2) directors.

6.11. Notice. Annual and special meetings of the Board shall be held upon at least ten (10) days' notice by first-class mail or seventy-two (72) hours' notice given personally (orally or in writing) or by telephone, electronic mail, facsimile transmission or other similar means of prompt communication.

Any such notice shall be addressed or delivered to each director and all Owners who have requested notice at such director's or Owner's address as it is shown upon the records of the Company or as may have been given to the Company by the director for purposes of notice or, if such address is not shown on such records or is not readily ascertainable, at the place where the meetings of the directors are regularly held.

Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mails, postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the receiver.

6.12. Quorum. A majority of directors then in office shall constitute a quorum of the Board for the transaction of business, except to adjourn as provided in Section 6.14. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, unless a greater number be required by law or by the Articles.

6.13. Waiver of Notice. Notice of a meeting need not be given to any director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

6.14. Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any directors' meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned, except as provided in the next sentence. If the meeting is adjourned for more than twenty-four (24) hours, reasonable notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

6.15. Action Without Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such consent or consents shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the proceedings of the Board.

6.16. Compensation. No director shall receive compensation for any service he or she may render to the Company. However, any director may be reimbursed for actual expenses incurred in the performance of director duties.

6.17. Owner Attendance. Any Owner may request notice of Board meetings by requesting such notice from a director or the Manager and providing a valid email address or text messaging number at which the Owner will receive notice. Owners who have requested notice of Board meetings shall be given notice along with the directors and shall be provided any call-in number or other means of attendance by electronic communication that is provided to directors. If Owners attend a Board meeting, the Board may select a specific period of time during the meeting and limit Owner comments to such time period. The Board in its sole discretion may set a reasonable length of time that each Owner may speak.

6.18. Open Meetings. Except as provided below in (a) through (f), following the Declarant Control Period, Board meetings shall be open to Owners. The Board may hold a closed executive session during a meeting of the Board if the purpose of the closed executive session is to: (a) consult with legal counsel to obtain legal advice and discuss legal matters; (b) discuss existing or potential litigation, mediation, arbitration, or an administrative proceeding; (c) discuss a labor or personnel matter; (d) discuss a matter relating to contract negotiations, including the review of a bid or proposal; (e) discuss a matter involving a Person, if the Board determines that public knowledge of the matter would violate the Person's privacy; or (f) discuss a delinquent assessment.

During the Declarant Control Period, Board meetings may be closed to Owners, unless the Board, in its sole discretion and without obligation, determines to open the meeting (or a portion thereof) to the Owners. Notwithstanding the foregoing, the Board meetings required under Utah Code § 57-8a-226(6)(b) shall be open to all Owners.

## ARTICLE VII OFFICERS

7.1. Officers. The officers of the Company shall be a Chairman of the Board, a Secretary and a Treasurer. The Company may also have, at the discretion of the Board, one (1) or more Vice Chairmen of the Board, a President, one (1) or more Vice Presidents, one (1) or more Assistant Secretaries, one (1) or more Assistant Treasurers, and such other officers as may be elected or appointed in accordance with the provisions of Section 6.4. Any number of offices may be held by the same person except as may otherwise be required by the Corporation Law. Any officer may be elected or appointed to serve successive terms without limitation.

The Chairman of the Board and any Vice Chairmen of the Board shall be elected from among the directors. The other officers of the Company need not be directors.

7.2. Election. During the Declarant Control Period, all officers shall be appointed by Declarant. Following the Declarant Control Period, the officers of the Company, except such officers as may be elected or appointed in accordance with the provisions of Section 6.4 or Section 6.6, shall be chosen annually by, and shall serve at the pleasure of, the Board, and shall hold their respective offices until their resignation, removal or other disqualification from service, or until their respective successors shall be elected.

7.3. Subordinate Officers. The Board may elect, or the Chairman of the Board or the President may appoint, such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board, the Chairman of the Board or the President may from time to time determine consistent with these Bylaws and any actions of the Board.

7.4. Removal and Resignation. Any officer other than the Chairman of the Board may be removed, either with or without cause, by the Board at any time or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board. Any officer may resign at any time by giving written notice to the Company. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office; *provided*, however, that such vacancies shall be filled as they occur and not on an annual basis.

7.6. Chairman of the Board. The Chairman of the Board shall, if present, preside at all meetings of the Board and shall exercise such other powers and perform such other duties as may be from time to time prescribed by the Board. Unless a President is appointed, the Chairman of the Board is the general manager and chief executive officer of the Company and has, subject to the control of the Board, general supervision, direction and control of the business and officers of the Company. Unless a President is appointed, the Chairman of the Board has the general powers and duties of management usually vested in the office of president and general manager of a corporation and shall exercise such other powers and perform such other duties as may be prescribed by the Board.

7.7. Vice Chairmen of the Board. The Vice Chairman of the Board (or, if there is more than one (1) Vice Chairman of the Board, then the Vice Chairmen of the Board in order of their rank as fixed by the Board), if any, shall preside at all meetings of the Board at which the Chairman of the Board is absent and shall exercise such other powers and perform such other duties as may be from time to time prescribed by the Board.

7.8. President. Subject to such powers, if any, as may be given by the Board to the Chairman of the Board and the Vice Chairmen of the Board, if there be such officers, the President, if such officer is appointed, is the general manager and chief executive officer of the Company and has, subject to the control of the Board, general supervision, direction and control of the business and officers of the Company. In the absence of the Chairman of the Board and the Vice Chairmen of the Board, or if there be none, the President shall preside at all meetings of the Board. The President, if such officer is appointed, has the general powers and duties of management usually vested in the office of president and general manager of a corporation and shall exercise such other powers and perform such other duties as may be from time to time prescribed by the Board.

7.9. Vice Presidents. In the absence or disability of the President, if such officer is appointed, the Vice Presidents, if any be appointed, in order of their rank as fixed by the Board or, if not ranked, the Vice President designated by the Board, shall perform all the duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall exercise such other powers and perform such other duties as may be from time to time prescribed for them respectively by the Board or delegated from among the President's powers and duties by the President.

7.10. Secretary. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board may order, a book of minutes of all meetings of the Board and its committees, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Board and committee meetings, and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office in the State of Utah, the original or a copy of the Company's Articles and Bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and any committees thereof required by law or by these Bylaws to be given, shall keep the seal of the Company in safe custody, and shall exercise such other powers and perform such other duties as may be from time to time prescribed by the Board.

7.11. Treasurer. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Company. The books of account shall at all times be open to inspection by any director. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Company with such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Company as may be ordered by the Board, shall render to the President and the directors, whenever they request it, an account of all transactions as Treasurer and of the financial condition of the Company, and shall exercise such other powers and perform such other duties as may be from time to time prescribed by the Board.

## **ARTICLE VIII FINANCIAL MATTERS**

8.1 Assessments. Members of the Company shall be subject to Assessments by the Company from time to time in accordance with the provisions of the Declaration. Members shall be liable to the Company for payment of such assessments, together with interest thereon, and costs of collection as provided in the

Declaration. The provisions of the Declaration regarding the levy and collection of Assessments shall be applicable to all Members.

8.2 Depositories. The Board shall select such depositories as it considers proper for the funds of the Company. All checks and drafts against such deposited funds shall be signed and countersigned by persons specified by the Board or in these Bylaws.

8.3 Contracts; Management Contract. The Board may authorize any officer or officers, agent or agents, in addition to those specified in these Bylaws, to enter into any contract, or to execute and deliver any instrument, in the name of or on behalf of the Company, and such authority may be general or confined to specific matters. Unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Company by any contract or engagement or to pledge its credit or render it liable for any purpose or for any amount.

8.4 Fiscal Year. The fiscal year of the Company shall be determined by the Board.

8.5 Annual Report. The Board shall present at the annual meeting of the Members the report of the Treasurer, giving the annual budget and a statement of income and expenses, and a report of other affairs of the Company during the preceding year. The Board shall provide all Members, at the expense of the Company, copies of said annual budget and statement of income and expenses.

8.6 Books and Records. The books, records and papers of the Company shall at all times, during reasonable business hours, be subject to inspection by any Member. The Articles and Bylaws shall be available for inspection by any Member at the principal office of the Company, where copies may be purchased at reasonable cost.

8.7 No Personal Liability. Members of the Company shall not be individually or personally liable for debts or obligations of the Company.

## ARTICLE IX INDEMNIFICATION

The directors and officers shall not be liable for the debts and liabilities of the Company. The personal liability of the directors and officers for monetary damages of the Company is eliminated to the fullest extent permitted by the Corporation Law and other applicable law.

The Company shall, to the maximum extent permitted by the Corporation Law, indemnify each of its directors and officers against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact any such person is or was a director or officer of the Company and shall advance to such director or officer expenses incurred in defending any such proceeding to the maximum extent permitted by the Corporation Law. For purposes of this Article 9, a "director" or "officer" of the Company includes any person who is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, trustee or officer of another corporation or other enterprise, or was a director, trustee or officer of a corporation that is or was a predecessor corporation of the Company or of another corporation or other enterprise at the request of such predecessor corporation. The Board may, in its discretion, provide by resolution for such indemnification of, or advance of expenses to, other agents of the Company, and likewise may refuse to provide for such indemnification or advance of expenses except to the extent such indemnification is mandatory under the Corporation Law.

In its discretion or as may otherwise be set forth in the Declaration, the Board may purchase and maintain insurance on behalf of the Company's directors, officers, employees and agents against any liability or settlement based upon asserted liability incurred by any of them by reason of being or having been the Company's directors, officers, employees or agents, whether or not the Company would have the power to indemnify them against such liability or settlement under the provisions of applicable law.

All indemnification payments made, and all insurance premiums maintained pursuant to this Article 9, shall constitute a Common Expense under the Declaration.

#### **ARTICLE X RULES AND REGULATIONS**

The Board may, in its discretion, make reasonable rules and regulations governing the use of the Common Area, provided, however, that such rules and regulations shall be consistent with the rights and obligations established by the Declaration and these Bylaws. The Members shall be provided with copies of all rules and regulations adopted by the Board and with copies of all amendments and revisions thereof.

#### **ARTICLE XI AMENDMENTS**

The Articles may be amended:

(a) During the Declarant Control Period, by the approval of the Board and the written consent of the Declarant.

(b) After the Declarant Control Period: (i) by the approval of the Board; and (ii) upon the vote or written consent of at least a majority of the Members eligible to vote.

These Bylaws may be amended or repealed:

(1) During the Declarant Control Period, by the unilateral approval of the Declarant. Any such amendment shall be executed by Declarant on behalf of the Owners' Association and shall become effective upon recordation with the County Recorder.

(2) After the Declarant Control Period, by the affirmative vote or written consent, or any combination thereof, of Owners representing sixty-seven percent (67%) of the total votes in the Owners' Association. Any amendment shall be effective upon recordation in the office of the Utah County Recorder. In such instrument, the Secretary shall execute the amendment and certify that the vote required by this Section has occurred.



**CERTIFICATE OF SECRETARY**

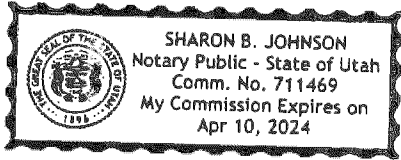
I, the undersigned, do hereby certify:

- 1. I am the duly elected Secretary of the Company; and
- 2. The foregoing Bylaws constitute the Bylaws of the Company as duly adopted by the Board on the 19<sup>th</sup> day of January, 2021.

  
 \_\_\_\_\_  
 Secretary

STATE OF UTAH                    )  
   : ss.  
 COUNTY of Utah                )

On this 19 day of January, 2021, before me personally appeared Ryan Bybee, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he/she is the Secretary of FOUNDERS AT BEACON POINTE OWNERS ASSOCIATION, a Utah nonprofit corporation, and that the foregoing document was signed by him on behalf of said corporation in his capacity as Secretary.



  
 \_\_\_\_\_  
 Notary Public

## EXHIBIT C

### ACKNOWLEDGEMENT OF CELERITAS AGREEMENT TERMS AND RESTRICTIONS

1. This Internet Service Agreement provides terms specifically related to all homeowners' Internet Service. Through the purchase of a Lot in the Development, all homeowners agree to be bound by the terms of this Agreement. All homeowners shall be referred to herein as "Customer". All obligations in this Agreement that refer to "Customer" also jointly and severally apply to Users. Customer shall make all Users at each Service Location reasonably aware of the restrictions and limitations associated with the Internet Services, and Customer shall be responsible for any breach of any portion of this Agreement by any User.

2. **Description of Service.** Customer will be provided with access to the Internet via fiber optic cable under that separate contract by and between Founders at Beacon Pointe Owners Association, ("Association") and Celeritas Communications, LLC ("Service Provider"). The Service Provider will make every effort to ensure consistently high upload and download speeds, but makes no warranty regarding the Internet Service. Each Living Unit will be provided with an Internet connection speed of up to 500 Mbps.

3. **Acceptable Use Policies.**

a. **Lawful Purposes.** CUSTOMER AGREES TO USE THE SERVICE ONLY FOR LAWFUL PURPOSES.

b. **Unacceptable Uses.** Unacceptable uses include, but are not limited to:

i. **Spam.** Customer may not utilize the Internet Service for the purpose of sending direct mailings, solicitations, bulk mail, spam, or any other high volume e-mailing actions. Customer will not send email to persons who are not personally known to Customer, or who did not personally request email from Customer. Customers whose activities result in the Service Provider domain name being banned from an email server due to spamming may be assessed fees associated with the cost of lifting the ban. Any violation of this policy may result in the immediate termination of Customer's account, at the sole discretion of Service Provider. If Customer violates this spamming policy, it will be assessed the following fines and fees, which Customer hereby agree to pay:

1. First violation: \$100

2. Second violation: \$500

3. Third violation: \$500 and automatic termination of Customer's account.

ii. **Newsgroup posting.** The posting of any advertisement or other commercial solicitation to any newsgroup is prohibited. Service Provider reserves the right to determine whether a post constitutes an advertisement or commercial solicitation. The posting of a single article or substantially similar articles to an excessive number of news groups or mailing lists, or continued posting of articles that are off-topic is strictly prohibited. A posting will be considered off-topic when it provokes complaints from the regular readers of the news group or is deemed so by Service Provider. A violation of this policy will result in the immediate termination of Customer's account.

iii. **Obscenity.** Customers may not utilize the Internet Service to send or receive obscene materials.

iv. **Impersonation.** Customers may not utilize the Internet Service to impersonate another person.

- v. **Defamation.** Customers may not utilize the Internet Service to defame, harm, harass, or libel another person.
  - vi. **Trade secrets.** Customers may not utilize the Internet Service to send or receive trade secrets in violation of applicable state or federal law.
  - vii. **Malicious software or code.** Customers may not utilize the Internet Service to send or intentionally receive any viruses, spyware, worms, Trojan horses or any other malicious computer software or code designed to damage or make use of any third party's property.
  - viii. **Intellectual property.** Customers may not utilize the Internet Service infringe on any party's intellectual property rights. Customers may not engage in the illegal or unauthorized transfer of intellectual property, including but not limited to music, written works, movies, software, videogames, instructions, data, and code.
  - ix. **Unauthorized access to computers.** Customers may not utilize the Internet Service for the purpose of hacking or other conduct related to unauthorized access of computers, servers or systems.
- c. **Bandwidth limits and fluctuations.** Service Provider may, when necessary to control network congestion, impose reasonable bandwidth limits on Customer's use of the Service in order to ensure equitable access for other Customers. Service Provider will use commercially reasonable efforts to provide the bandwidth speed described in this Agreement, but Customer acknowledges that bandwidth speeds may fluctuate from time to time throughout the day and that Customer may not receive the designated speeds at all times during the day. At Service Provider's discretion, Service Provider may restrict or limit upload speeds. If a Customer causes an internet slowdown as a result of excessive use or use in violation of this Agreement, Service Provider may, in its discretion, suspend or terminate Customer's Internet Access.
- d. **Minors.** Customer will be fully responsible for monitoring minors' access to the Service, and will take appropriate steps to ensure that minors do not have access to harmful content. Customer acknowledges that Service Provider does not monitor minors' access to the Service and is not responsible for minors' access to inappropriate or harmful content.
- e. **Personal Accounts.** Customers that have paid for a personal account (as opposed to a business account) are not permitted to use Service Provider's Internet connection to sell or advertise goods or services. This is only permitted to those who have purchased a business account or a virtual server.
- f. **Enforcement.** Service Provider reserves the right to take whatever actions it deems appropriate to enforce these policies. Service Provider also reserves the right to change these policies without prior notice at any time. The actions Service Provider takes may include account suspension or termination. Service Provider does not issue any credits for accounts cancelled due to policy violations. Any Internet activity, which references back to Service Provider or its services in a damaging manner, will result in suspension or termination of account(s). Illegal Internet activity using or referencing to Service Provider or an account or services provided by Service Provider will result in immediate termination, possible prosecution, and assessment of legal fees accrued. In addition to any other fees and penalties that may be assessed by the Service Provider, as provided herein, Customer shall be held liable for any and all costs incurred by the Service Provider as a result of Customer's violation of any terms and conditions of this Agreement This includes, but is not limited to, attorneys' fees and costs resulting from Service Provider responses to complaints from and the cleanup of unsolicited commercial and/or unauthorized bulk mailings and/or news server violations. Service Provider's current hourly rate for responses to complaints and cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations is listed at are listed at the applicable website. Further, Customer shall indemnify Service Provider for any and all claims, losses, damages, legal fees and any other type of costs or expenses due to any act or omission by the

Customer hereunder.

**4. Responsibility for Security and Filtering.**

a. **Security and viruses.** Customer acknowledges that by connecting to the Internet, Customer's and its User's computer system and files are vulnerable to access by unauthorized third parties (including hackers). Customer is solely responsible for installing, implementing and using computer security precautions such as closing unnecessary ports, and using firewall technology. CUSTOMER AND ITS USERS ARE STRONGLY ENCOURAGED TO INSTALL AND ROUTINELY UPDATE FIREWALL AND ANTIVIRUS SOFTWARE. In the event that Customer is found to be spreading a virus, whether intentionally or unintentionally, Service Provider may suspend Customer's account until such time as Service Provider believes that Customer has effectively remedied the situation.

b. **Wireless connections.** Customer acknowledges that using wireless networking connectivity may present certain security risks. Customer is solely responsible for implementing and using wireless security measures, including but not limited to enabling encryption technology (e.g., Wired Equivalent Privacy (WEP) or Wi-Fi Protected Access (WPA)) on the relevant equipment, including the access point.

c. **Disclaimer of liability.** Customer acknowledges and agrees that Service Provider has no liability for any unauthorized access of any Customer computer or system by any third party, and that Customer is solely liable for any damages arising from such unauthorized access. Service Provider is not providing any security advice or consulting services to Customer and is not responsible for installing or maintaining any security systems on behalf of Customer.

**5. IP Addressing.** Service Provider uses static and dynamic IP Addresses for Customers. Assignment of an IP address to Customer creates no ownership rights in Customer of the IP address. Service Provider retains all rights to any IP addresses it assigns to Customer.

**6. Ownership of Content.** Except for content on the Service Provider website, Service Provider does not own, license, or have any rights in content that Customer may upload or download, nor in e-mails that Customer may send or receive, nor in any content that Customer may upload to the server space provided by Service Provider under this Agreement. The content of all uploads, downloads, and emails associated with Customer's use of the Internet Service is solely the property and responsibility of Customer.

**7. Certification.** The foregoing terms of use shall be deemed to be consented to by all homeowners as evidenced through any use the internet services provided by Service Provider.