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THE GREENS AT HIGHLAND PLANNED UNIT DEVELOPMENT

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
&
HOME OWNER BY LAWS**

ENT 200194:2003 PG 1 of 25
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2003 Dec 23 4:23 pm FEE 72.00 BY SFS
RECORDED FOR MERIDIAN TITLE COMPANY

LONE PEAK LINKS, L.L.C. AT THE GREENS AT HIGHLAND

Highland Hills, Utah County, Utah

THIS DECLARATION ("Declaration") is made this 10th day of Dec., 2003 by Lone Peak Links L. C., A Utah corporation ("Declarant"), in its capacity as the owner and developer of The Greens at Highland, a Planned Unit Development in Highland, Utah.

WHEREAS, LONE PEAK LINKS, LLC, ("Declarant"), is the legal beneficial owner of a certain track of land know as The Greens at Highland Plats "A" and "C", situated in Highland City, Utah County, State of Utah, hereafter as the "Subdivision" or "Development."

WHEREAS. Declarant intends to sell individual lots in the Subdivision, which it desires to subject, pursuant to a general plan of improvement, to certain additional conditions, covenants, restrictions and agreements as hereinafter set forth.

NOW, THEREFORE, the undersigned Declarant declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, mortgaged and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property and between themselves and their heirs, successors and assigns:

ARTICLE I

PURPOSE AND EFFECTUATION

1.01 Purpose. The purpose of this instrument is to provide for the preservation of the value of the Lots, Units and Common Areas within The Greens at Highland, and for the maintenance of the amenities, open spaces, landscaping, trees and all other Common Areas therein.

1.02 Mutual and Reciprocal benefits. All of the conditions, covenants, restrictions and agreements set forth herein shall be made for the direct, mutual and reciprocal benefit of each and every lot created on the above-described property and shall be intended to create a mutual and equitable servitude upon each of said lots in favor of each other lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of the lots so created and to create a contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owners of each lot in the Subdivision, their heirs, successors and assigns, operated as conditions, covenants, restrictions and agreements running with the land for the benefit of all other lots in the subdivision.

1.03 Effectiveness. From and after the effective date hereof: (a) Each part of the Development and each Lot and Unit lying within the boundaries of the Development shall constitute but constituent part of a single planned unity development; (b) The Development shall consist of the Lots and of the Common Areas which are described depicted on the Plats. (c) The Declaration of Easements, Covenants, Conditions and Restrictions (Including Bylaws) for the Development shall consist of this document as the same may be modified, amended, supplemented, or expanded in accordance with the provisions hereof; (d) The plats of the development shall consist of the instruments which are identified as The Greens at Highland Planed Unit Development, Plats "A" and "C."

1.04 Persons Bound by These Covenants, Conditions, Restrictions and Agreements. All conditions, covenants, restrictions and agreements herein stated shall run with the land comprising the Subdivision, and all owners, purchasers or occupants thereof shall by acceptance of the contracts or deeds be conclusively deemed to have consented and agreed with the present and future owners of said land and with his or their successors and assigns, to conform to and observe the following covenants, conditions, restrictions and agreements as to the use therefore and construction of residents and improvements thereon, for a period from the date hereof to January, 1, 2034, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless, by a vote of at least two-thirds (2/3) of the then owners off sad lots, it is agreed to amend or release said covenants in whole or in part by an appropriate agreement in writing specifying the conditions, covenants, restrictions and agreements to be amended or released, and by filing said agreement with the office of the Utah County Recorder.

1.05 Land Use. No lot shall be used except for residential, open space, public and private utilities, and related purposes. No building shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling as shown on the final plat and a private garage for not more than three (3) vehicles. The Architectural Review Committee (as described below) shall have the authority to further limit the number of stories and the height of structures for new construction on the lots at its sole and exclusive discretion, as described herein.

1.06 Initial Development Area. The provisions of the Declaration shall be applicable to the real property hereinafter described, all of which is situated within the boundaries of Plats "A" and "C", as identified under Section 2.15 of this Declaration. (See Attachment 2 legal description.)

ARTICLE II

DEFINITIONS

2.01 Architectural Review Committee. (ARC). A committee established pursuant to authorization set forth under ARTICLE X AND ARTICLE XII of the Declaration for the purpose of: (1) Overseeing and approving the initial design of homes within the Development and any subsequent additions or attachments thereto, (2) the design and placement of any accessory building, fences or other structures on a lot, and (3) the enforcement of the provision of this declaration and any subsequent rules and policies adopted by The Greens at Highland Committee. The initial ARC, to be appointed by the Declarant, shall consist of professionals in the housing industry. The subsequent ARC, shall be appointed by the members of The Greens at Highland Committee, after the initial ARC shall have been dissolved, the subsequent ARC shall consist of residents of The Greens at The Greens at Highland Planned Unit Development.

2.02 Articles shall mean and refer to The Greens at The Highland Planned Unit Development Declaration of Covenants, Conditions and Restrictions & Home Owners Bylaws, which are or shall be filed in the Office of the Division of Corporation and Commercial Code, State of Utah, as the same maybe amended from time to time.

2.03 Assessment shall mean the amount which is to be levied and assessed against Lots and paid by each Owner to the Home owners' Association for Association expenses as herein set forth.'

2.04 Association shall mean The Greens at Highland Association (HOA), a Utah nonprofit corporation, and its successors and assigns.

2.05 Board shall mean The Greens at Highland Committee of the Associations.

2.06 Bylaws shall mean and refer to the Bylaws of the Association as set forth and embodied in this Declaration, and may be amended from time to time.

2.07 Common Areas shall mean all portions of the Development except the lots, units, and golf course and shall include all property owned by the Association for the common enjoyment of the Owners such as all common

driveways, amenities, open space, common landscaping, structural common areas, if any, and the like, together with all easements appurtenant thereto, as reflected on the Plats.

2.08 Declarant shall mean Lone Peak Links, LLC, a Utah corporation, its successors and assigns, if any, as developers of The Greens at Highland.

2.09 Declaration shall mean the Declaration of Easements, Covenants, Conditions and Restrictions and Bylaws of The Greens at The Highland, as embodied in this document and the same may be supplemented or amended from time to time.

2.10 Development shall mean the planned unit development known as The Greens at The Highland as it exists at any given time.

2.11 Lot shall mean and refer to any of the separately numbered and individually described parcels of land within the Development as designated on the Plats, intended for single family residential use or open space.

2.12 Managing Agent shall mean any person or entity appointed or employed as Managing Agent by the Association.

2.13 Owner shall mean any person who is the owner of record (as reflected by the records in the office of the County recorder of Utah County, Utah) of a fee or undivided fee interest in any Lot and any contract purchaser of any Lot. Notwithstanding any applicable theory relation to mortgages, no Mortgagee nor any trustee or beneficiary of a deed of trust or trust deed shall be an owner unless such party acquires fee title pursuant to foreclosure of sale of conveyance in lieu thereof. Declarant shall be an Owner with respect to each Lot owner by it Multiple owners of a particular Lot shall be jointly and severally liable as to all responsibilities of an Owner.

2.14 Plat shall mean and refer to the subdivision plats covering the Property entitled Plats "A" and "C." The Greens at The Highland Planned Unit Development, Highland, Utah County, Utah, prepared and Certified by Robbin Mullen (a duly registered Utah Land Surveyor holding a Certificated No. (368356), executed and acknowledged by Declarant, accepted by Highland City, and filed for recording in the office of the County Recorder of Utah County. Utah concurrently with this Declaration, together with any portion of the territory shown on Plats "A" and "C", when a Final plan and attached documents shall have been approved by the city and recorded at the Office of The Utah County Records Office.

2.15 Property shall mean all land and improvements covered by this Declaration, including Common Areas and Lots and other property annexed to the Development as provided in this Declaration.

2.16 Reimbursement Assessment shall mean a charge against a particular Owner or his Lot for the purpose of reimbursing the Association for the cost incurred in bringing the Owner of his lot or Unit into compliance with provisions of this Declaration, the Articles, Bylaws or rules and regulations of the Association, or any other charge designated as a Reimbursement Assessment in this Declaration, the Articles, Bylaws or rules and regulations of the Association, together with costs, interest, attorney's fees and other charges payable by such Owner pursuant to the provisions of this Declaration.

2.17 The Highland Committee Shall mean the Board of Directors of the Home Owners Association.

2.18 Unit shall mean a structure which is designed, constructed and intended for use or occupancy as a single family residence on a Lot, together with all improvements located on the same Lot and used in conjunction with such residence, including patios, decks, appliances, electrical receptacles and outlets, air conditions compressors and other air conditioning apparatus.

ARTICLE III

DUTIES AND OBLIGATIONS OF OWNERS

3.01 Maintenance and Repairs. Each Owner shall at his own cost maintain his lot, unit and improvements constructed thereon in good condition and repair at all times. The painting or remodeling, rebuilding or modification of a Unit exterior or parts thereof must be submitted to and approved by the ARC or The Greens at Highland Committee, if the ARC no longer exists as a separate body.

3.02 Standards. In deciding whether to approve or disapprove plans and specifications submitted to it, The ARC shall use their best judgment to insure that all improvements, construction, landscaping, and alterations on Lots within the Development conform to and harmonize with existing surrounding structures.

ARTICLE IV

ARCHITECTURAL AND STRUCTURAL CONTROL

4.01 Approval Required. For the purpose of further insuring the development of the Subdivision as a residential area of high standards, the owner or occupant of each lot, by acceptance of title thereto, or by taking possession thereof, covenants and agrees that no building, fence, or other structure shall be placed upon said lot unless and until the plans and specifications and plot plan have been approved in writing by the Architectural Review Committee, established pursuant to the terms of ARTICLE XII. Each such building, fence, or other material alteration of the exterior appearance of any home or other structural improvement in the Subdivision shall not be made without the ARC's written approval. No substitution of materials shall be used unless approval has been given from the ARC.

4.02 Plans and Specifications. In connection with said approval, complete plans and specifications of all proposed buildings, structures, walls, and exterior alterations, together with detailed plans showing the proposed location of the same on the particular lot, shall be submitted to the ARC before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the ARC. All plans and specification for such approval must be submitted at least fourteen (14) business days prior to the proposed construction starting date.

4.021 Home square footage requirements. Ramblers shall consist of a minimum of 2,000 square feet finished on the main floor. Ramblers with a 3-car garage may have 1,750 square feet of finished space on the main floor. Multi-level units shall consist of a minimum of 2,000 square feet finished. Two-story homes shall consist of a minimum of 2,500 square feet finished. Square footage of homes on lots 6, 7, 16 and 17 of Plat C may be approved without meeting the standards above, at the sole discretion of the Declarant, so as to allow reasonable construction of homes on these lots, despite the easements located on these lots.

4.022 Garage requirements. All home must have a minimum of a two-car garage.

4.023 Front Elevation. 50% of the front elevation shall be comprised of brick or stone with a minimum of a2 foot return on all sides.

4.024 Exterior materials. While the front elevation is required to have 50% brick or stone cladding with 2-foot returns on all sides, the remaining portion of the home may be clad in stone, brick, stucco or hardiplank.

4.025 Shingles. Homes are required to have 30-year architectural grade shingles.

4.026 Roof Pitch. Homes shall keep a minimum of 6/12 pitches on rooflines.

4.027 Decorative Window Treatment. Windows shall be accented with "pop-outs" shutters or other decorative architectural feature.

4.028 Front Doors. Sidelights are required on all homes around the front doorway.

4.029 Landscaping. Landscaping of the front yard must be completed within 60 days of occupancy of each home, unless winter conditions exist whereon the front and back yard must be completed no later than June 1st of the following year. In any case, the entire yard must be landscaped within the first year of occupancy. Landscape plans are required as part of the submission of plans submitted to the ARC for approval. Tree and

shrub sizes shall be required as well as location and sprinkling systems.

4.030 Fencing. Yards are not required to be fenced, however, all homes located on the north side of 10600 North shall have wrought iron fencing only. Privacy shall be maintained by virtue of the submitted landscape plan.

4.03 Approval or Denials. As to the construction of all homes within the Subdivision, The ARC shall have the right to refuse to approve any design, plan, landscaping plan, or color for such improvements, construction or alterations, which is not suitable or desirable in the ARC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the ARC shall have the right to take into consideration the suitability of the proposed improvement, the material of which it is to be built and the exterior color scheme of the proposed home, the harmony thereof with the surroundings, the effect or impairment that such improvements will have on the view of surrounding building sites and any and all facts which in the ARC's opinion shall affect the desirability or suitability of such proposed structure, improvements or alterations. Under no conditions shall any prefabricated or mobile homes be allowed within the development. The approval of the ARC of any plans or specifications submitted for approval as herein required shall not be deemed to be a waiver of the ARC of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in the plans and specifications of any other improvements submitted for the ARC approval.

4.04 Modification or Improvements to Unit or Lot. Any exterior modification or improvement to a Unit or lot must be approved in writing from the ARC.

4.05 Architectural Procedures. All approvals or disapprovals shall in writing. All decision of the ARC shall be final, and neither the Declarant, nor the ARC nor their designated representatives shall be subject to any liability thereof. Any errors or omissions in the design of any building or landscaping, and any violations of city ordinances are the sole responsibility of the lot owners and/or their designer or architect. The ARC's review of plans shall in no way be construed as an independent review of the structural or mechanical adequacy of the proposed improvements, or the architectural soundness thereof, and neither the Declarant, The Greens at Highland Committee nor the ARC shall have responsibility for a determination of such adequacy or soundness.

4.06 Moving of Structures. No structure of any kind shall be moved from any other place to the Subdivision without written approval of the ARC.

4.07 Compliance with Zoning Ordinances. All improvements in the subdivision shall be placed and used upon the lots in accordance with the provisions of the applicable provision of the Highland City zoning ordinances, unless otherwise modified and restricted by the covenants herein.

4.08 Temporary Structures. No trailer, tent, shack or other outbuildings shall be placed upon or used at any time within the subdivision as a temporary or permanent residence.

4.09 Easements. Easements and rights of way are hereby reserved to the Declarant, its successors and assigns, in and over the real property within the Subdivision subject to this Declaration for the erection, construction, maintenance and operation therein or thereon of the drainage pipes or conduits and pipes, poles, wires and their means of conveying to and from lots in said tract, gas, electricity, power, water, telephone services sewage, cable T.V. and other things for convenience to the owners of lots in the Subdivision, including but not limited to, those shown on the plat. No structures of any kind shall be erected over any of such easements except upon written permission of the Declarant, its successors or assigns. All purchasers of lots shall, by acceptance of contracts of deeds for every lot, thereby be conclusively deemed to have granted an easement to the Declarant to permit the Declarant to take any and all actions necessary to develop the Subdivision, and to improve, market and sell lots owned by the Declarant therein.

4.10 Setbacks. No dwelling, house or other structure shall be constructed or situated on any lot created except in conformity with the "setback" as established on the Lotting and Setback Plan as approved by the City. Technical terms such as "setback" and all other such terms as used in this Declaration shall be defined, where possible, and shall have the meaning assigned by the Highland City Zoning Ordinances or the Uniform Building Code, as applicable.

4.11 Fences and Walls. No fence or wall shall be erected, placed or altered on any yard of any Lot unless prior approval is given by the ARC.

4.12 Change in Grade. The surface grade or elevation of the various lots in the Subdivision shall not be substantially altered or changed in any manner which would affect the relationship of such a lot to other lots, common areas in the Subdivision, or which would result in materially obstructing the view from any other lot in the Subdivision.

4.13 Utilities. All electric, television, cable television, telephone and other utility line installments and connections from the property line of any lot to the residence or structure thereon shall be placed underground.

ARTICLE V

NUISANCES AND RELATED MATTERS

5.01 Nuisances. No noxious or offensive activity shall be conducted upon any lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood or the owners or occupants of any other lots in the Subdivision.

5.02 Pets. No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry, or any livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of the Subdivision. A reasonable number of household pet will be permitted in accordance with the Highland City ordinances, so long as such pets do not constitute a nuisance for other residents of the Subdivision.

5.03 Storage. No campers, boats, snow mobiles, ATV's, jet skis or other water-related-vehicles, boat-trailers, house-trailers, or any other type of trailer, automobiles, trucks, motor homes, horse or other trailers shall be stored in excess of five (5) days in driveways, or other areas in open view within the Subdivision. No commercial vehicle exceeding three quarters (3/4) of a ton shall be kept or stored upon any lot unless such vehicle is kept or stored in an enclosed garage when not in use. No commercial vehicle owned or in the possession or under the control of any resident or occupant in the Subdivision shall be parked overnight in any street within the Subdivision. "Commercial vehicle" as defined in this document shall include, but not be limited to, any truck, pickup, van, bus, tractor, station wagon, taxi, automobile, trailer or other vehicle used primarily for business or other commercial purposes as distinguished from vehicles used primarily for the transportation of persons other than for hire or other than for business or other commercial purposes.

5.04 Signs. All signs must fully comply with the Highland Zoning Ordinances or Sign Ordinances.

5.05 Drilling and Mining. There shall be no oil drilling, mining, quarrying or related operations of any kind permitted upon any lot.

5.06 Rubbish. No rubbish shall be stored or allowed to accumulate anywhere in the Subdivision, except in sanitary containers. Rubbish shall include, but not be limited to bushes or weeds, household wastes, and automobiles, campers, boats, or parts thereof, which have been in a state of disrepair or unassembled for a period exceeding fourteen (14) days. Trash, garbage or other wastes shall be kept in sanitary containers, maintained in a clean and sanitary condition and stored in garages screened by adequate planting or fencing so as to be concealed from view of neighboring lots and streets.

5.07 Transmitting and Receiving Equipment. No external radio, citizen's band, ham radio or any similar transmitting and/ or receiving antennas or equipment shall be placed upon any structure or lot; provided, however, television and radio antennas or other electronic reception devices may be erected so long as they shall be completely erected, constructed and placed within the enclosed area of the dwelling or garage on the lot. The Greens at Highland Committee must first approve exceptions in writing. Any installation of a satellite reception dish on a lot shall be located so that it is obscure from view of the street and neighborhood by fencing, plants or tasteful

construction to obscure the dish, unless otherwise approved by The Greens at Highland Committee. No satellite dish shall exceed 24" in diameter.

5.08 Installation and Maintenance of Landscaping. The homeowner or homebuilder shall landscape the entire yard, including a sprinkling system, within 90 days of receiving an occupancy permit for the home, unless seasonal conditions preclude such planting, in which case the planting will be performed as soon as possible, but in no case later than June 1 of the first summer of the ownership. If the homeowner fails to maintain the front yard at an appropriate level as determined by the HOA, then the HOA will have the right to have a professional landscaping firm maintain the front yard at the appropriate level and the homeowner will be billed for such maintenance.

ARTICLE VI

ADDITIONAL COVENANTS

6.01 Breach of Violation of Covenants. In the event of a violation or breach or attempted violation or breach of any of these covenants, restrictions, limitation, conditions, or agreements by any person or concern claiming by, through or under the Declarant, or by virtue of any judicial proceeding, the Declarant or The Highland HOA, or the owner of any lot in the Subdivision, or any of them, jointly or severally, shall be authorized to take such legal or administrative action as it deems appropriate and is consistent with the laws of the State of Utah, to enforce the Covenants, Conditions and Restrictions.

6.02 Recovery. In the event that the Declarant, The Highland HOA, The Greens at Highland Committee, or any property owner in the subdivision are successful in prosecuting any violation of these restrictive covenants, he may recover (in addition to any other damages) costs, and expenses of the litigation, including reasonable attorneys fees from the party found to be in violation thereof.

6.03 Effect or Waive or Breach or Failure to Enforce. Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions or agreements, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto that no waiver of a breach of any of the covenants, conditions, restrictions, and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions, and agreements; nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

6.04 Severability. Invalidation of any one or any portion of any one of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

6.05 Declarant Right to Amend. The Declarant shall have the right, at any time, at its sole discretion, to amend this Declaration in a manner in which it believes will be most beneficial for the subdivision, so long as it owns lots within the Subdivision.

**BYLAWS
OF
THE HIGHLAND HOMEOWNERS ASSOCIATION, INC.
(A Utah Non-Profit Corporation)**

THE ASSOCIATION'S BYLAWS ARE HEREBY EMBODIED IN THIS
DECLARATION AS
ARTICLES VII, VIII, IX, X, XIII, XIV, XV, XVI, and XVII

ARTICLE VII

THE GREENS AT HIGHLAND HOME OWNERS ASSOCIATION

7.01 Establishment of Home Owners Association. Declarant shall establish a Home Owners' Association (the "The Greens at Highland Home Owners Association.") to carry out the obligations so designated in this Declaration.

ARTICLE VII

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

8.01 Membership. Every Owner upon acquiring title to a Lot shall automatically become a member of The Greens at Highland Owners' Association and shall remain a member thereof until such time as his ownership of such Lot ceases for any reason, at which time his membership in the Association with respect to such Lot shall automatically cease and the succeeding Owner shall become a member. Membership in the Association shall be mandatory, shall be appurtenant to and may not be separated from the ownership of a lot.

8.02 Record of Ownership. Every Owner shall promptly cause to be duly filed of record the conveyance document (or in the case of a contract buyer, a copy of the sales contract or notice of interest) to him or his Lot and shall file a copy of sales of such conveyance documents with the Secretary of the Association, who shall maintain a record of ownership of the Lots. Any Owner who mortgages his Lot or any interest therein shall notify the Association of the name and address of the Mortgage Company and also of the release of such Mortgage; and the Secretary of the Association shall maintain all such information in the records of the ownership. The Association may at any time obtain and rely on information from the Utah County Recorders regarding the Owner and Mortgages of Lots.

8.03 Voting Membership. The Greens at Highland HOA shall consist of one class of membership. All of the owners of a Lot in the Subdivision shall be a "Member." When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

8.04 Annual Meeting. The annual meeting of members of the HOA shall be held on the second Saturday in March of each year at the hour of 10:00 a.m., beginning with the year following the year in which the Articles of Incorporation are filed, for the purpose of election. The Greens at Highland Committee (if the members then have responsibility of so doing) shall be responsible for and transact such other business as may come before the meeting. If the election of The Greens at Highland Committee is not held on the day designated herein, the annual meeting of the members shall be convened as soon thereafter as may be convenient. The Greens at Highland Committee may from time to time, by resolution, change the date and time of the annual meeting of the members.

8.05 Special Meetings. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called from time to time by The Highland Committee or by the president, and shall be immediately called by the president upon the written request of the members holding not less than twenty percent (20%) of the total votes of the HOA. Such written requests shall state the purposes of the proposed meeting and shall be held within twenty (20) days after such request.

8.06 Place of Meeting. The Highland Committee may designate any place in Utah County, State of Utah, as the place of meeting for any annual meeting or for any special meeting called by The Greens at Highland Committee. A waiver or notice signed by a majority of the members may designate any place, within the State of

Utah, as the place for holding such meeting.

8.07 Notice of Meetings. The Greens at Highland Committee shall cause to be written or printed a notice of the time, place, and purpose of all meetings of the members, whether annual or special, to be delivered, not more than fifty (50) nor less than ten (10) days prior to the meeting to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the U.S. mail addressed to the member at his registered address, with first class postage thereon prepaid. Each member shall register with the HOA such member's current mailing address for purpose of notice hereunder. Such registered address may be changed from time to time by notice in writing to the HOA. If no address is registered with the HOA, the member's lot address shall be deemed to be his registered address for purpose of the notice hereunder.

8.08 Fixing of Record Date. Upon purchasing a lot in the Development, each Owner shall promptly furnish to the HOA a certified copy of the record instrument by which ownership of such Lot vested in such Owner, which copy shall be maintained in the records of the HOA. For the purpose of determining members entitled to notice or to vote at any meeting of the members, or any adjournment thereof, The Greens at Highland Committee may determine a record date, which shall not be more than fifty (5) nor less than then (10) days prior to meeting. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining member entitled to notice of or to vote at the meeting. The persons or entities appearing in the record of HOA on such record date as the Owners of record of Lots in the Development shall be deemed to be the members of record entitled to notice of and to vote at the meeting of the members and any adjournment thereof.

8.09 Quorum. At any meeting of the members, the presence of members, or holders of proxies, entitled to cast more than fifty percent (50%) of the total votes of the HOA shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the members as provided above. At the reconvened meeting, the members and proxy holders present shall constitute a quorum for the transaction of business.

8.10 Proxies. At each of the meetings, each member entitled to vote shall be entitled to vote in person or by proxy; provided, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall be executed by the member himself or by his attorney thereunto duly authorized in writing. If a membership is jointly held, the instrument authorizing a proxy to act shall have been executed by all holders of such membership or their attorneys thereunto duly authorized in writing. Such instruments authorizing a proxy to act shall be delivered at the beginning of the meeting to the secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

8.11 Votes. With respect to each matter (other than the election of The Greens at Highland Committee) submitted to a vote of the members, each member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot of such member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration, or Utah Law.

ARTICLE IX

The Greens at Highland COMMITTEE

9.01 The Greens at Highland Committee. The management and maintenance of the Subdivision and administration of the affairs of The Greens at Highland HOA shall be conducted by The Greens at Highland Committee, consisting of five (3) members; each member will serve for a term of one year. The Greens at Highland Committee may act by any two (2) of its members, and any authorization approval or authority made by The Greens at Highland Committee must be in writing and signed by at least three members.

9.02 Declarant Authority. It is intended that the Declarant shall appoint The Greens at Highland

Committee and may fill any vacancies within the Committee for so long as the Declarant owns any lots or other real property in the Subdivision. Declarant shall also have the right, at any time, at its sole discretion, to permit one or more of the members of The Greens at Highland Committee to be elected by the vote of a majority of the lot owners. Any member of The Greens at Highland Committee may resign from the Committee, at any time, upon written notice to the other members of The Greens at Highland Committee. At such time as the Declarant no longer owns any lots within Plats "A" and "C", or at such earlier time, when the Declarant may determine appropriate, the selection of the members of The Greens at Highland Committee shall be determined by election by the members of the HOA rather than by appointment of the Declarant. Election of the members of the Committee shall be conducted at the first meeting of the lot owners following sale of the last lot owned by the Declarant or receipt of notification by the Declarant of his determination to allow appointment by election. Election shall be by majority vote cast by all owners or proxies in attendance at the meeting. The term of those members elected shall be for the remainder of the year in which they are elected and until the next annual meeting of the HOA. The number of the members of The Greens at Highland Committee may be changed at any annual meeting after the Declarant's right of appointment of members of The Greens at Highland Committee shall have been relinquished.

9.03 General Powers. The property, affairs, and business of the HOA shall be managed by The Greens at Highland Committee. The Greens at Highland Committee may exercise all of the powers of the HOA, whether derived from law, the Articles of Incorporation, these Bylaws, or the Declaration, except those powers which are by law or by the foregoing documents vested solely in the members. The Greens at Highland Committee shall, among other things, prepare or cause to be prepared, plan and adopt an estimated annual budget for the estimated annual common expenses, administration, and specifying the maintenance and repair expenses of the Common Areas. The books and records shall be available for examination by all members at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedures and shall be audited at least once a year by an auditor outside of the organization, are required by the Declaration. The Greens at Highland Committee may by written contract delegate, in whole or in part, to professional management organization or person such duties, responsibilities, functions, and powers as are properly delegable.

9.04 Duties of The Greens at Highland Committee. The rights, duties and functions of the Highland Committee shall be exercised by Declarant until the date the Articles are filed with the State of Utah, after which the initial Highlands Committee named in Section 9.8 below, shall have authority to perform the same until such time as the initial Highlands Committee relinquishes authority by appointing members of The Greens at Highland Committee and any remaining appointed members shall have been replaced by members elected by the HOA. The Greens at Highland Committee shall have all the powers, duties and responsibilities as are now or may hereafter be provided by this Declaration, the Articles and by laws, including, but not limited to, the following:

1. To make and enforce all rules and regulations covering the operation and maintenance of the Subdivision
2. To maintain those common areas in the Subdivision
3. The maintain the common park
4. To maintain all private roads and appurtenant landscape areas.
5. To enforce the conditions, covenants, restrictions and agreements set forth herein and as may be hereafter adopted by the HOA.
6. To serve as the Architectural Review Committee and perform the duties and tasks delegated thereto at anytime no ARC shall exist.
7. To enter into contracts, deeds, leases and/or other written instructions or documents and to authorize the exaction and delivery thereof by the appropriate offices.
8. To assess and collect fees from its Members to cover the cost of the maintenance of the common areas of the Subdivision and administration of The Greens at Highland HOA.

9. To open bank accounts on behalf of The Greens at Highland HOA and to designate the signatures thereof.

10. To bring, prosecute and settle litigation for itself, The Greens at Highland HOA and the Subdivision.

11. To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the Members or Owners, items of personal property necessary or convenient to the management of the business and affairs of The Greens at Highland HOA or for the operation of the Subdivision, including, without limitation, furniture, furnishing, fixtures, maintenance equipment appliances and office supplies.

12. To keep adequate books and records.

13. To do all other acts necessary for the operation and maintenance of the Subdivision and the performance of its duties as agent for The Greens at Highland HOA, including the maintenance and repair of any portion of the subdivision and common improvements therein as deemed necessary to protect or preserve the Subdivision.

9.05 Liability. Members of The Greens at Highland Committee, the officers and any assistant officers, agents and employees of The Greens at Highland HOA shall be not liable to the Members or Owners as a result of their activities as such for any mistake or judgment, negligent or otherwise, except for their own willful misconduct or bad faith; shall have no personal liability in contract to a Member, Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; shall have no personal liability in tort to any Member, Owner or any person or entity, direct or imputed, by virtue of acts performed by them in their capacity as such, except for their own willful misconduct or bad faith, nor for acts performed for them in their capacity as such; and shall have no personal liability arising out of the use, misuse or condition of the Subdivision,, which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

9.06 Indemnity. The Members shall indemnify and hold harmless any person, his heirs and personal representatives, from and against all personal liability and all expenses, including attorneys' fees, incurred, imposed or arising out of or in settlement of any threatened, pending or completed actions, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Members or Owners, or any other person or entities, to which he shall be, or shall be threatened to be, made a party by reason of the fact that he is or was a Member of The Greens at Highland Committee or an officer or assistant officer, agent or employee of The Greens at Highland HOA, other than to the extent, if any, that such liability or expenses shall be attributable to his willful misconduct or bad faith, provided that in the case of any settlement, The Greens at Highland Committee shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law, by agreement, by vote of The Greens at Highland Committee or behalf of the Members and shall be assessed and collectible from the Members, including Declarant, on a pro rata basis in accordance with the number of votes of each Member or of Declarant.

9.07 Fidelity Bond. The Greens at Highland Committee may procure appropriate fidelity bond coverage for any person or entity handling funds of The Greens at Highland HOA.

9.08 The Greens at Highland Committee Members: The initial members of The Greens at Highland Committee shall be as follows:

Ty Briggs Keith Nielsen Craig Nielsen

9.09 Regular Meetings. The regular annual meeting of The Greens at Highland Committee shall be held without other notice than this bylaw, and at the same place as the annual meeting of the members. The Greens at

Highland Committee may provide by resolution the time and place, within Utah County, State of Utah, for the holding of additional regular meeting without other notice than such resolution.

9.10 Special Meetings. Special meetings of The Greens at Highland committee may be called by or at the request of any of the members of The Greens at Highland Committee. The person or persons authorized to call special meeting of The Greens at Highland Committee may fix any place, within Utah County, State of Utah, as the place for holding any special meeting of The Greens at Highland Committee called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each member of The Greens at Highland Committee at his registered address, or by telegram. If mailed, such notice shall be deemed to have been delivered when deposited in the U.S. mail so addressed, with first class postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to have been delivered when the telegram is delivered to the telegraph company. Any member of The Highland Committee may waive notice of meeting. The attendance of member of The Greens at Highland Committee at a meeting shall constitute a waiver of notice of such meeting except where a member of The Greens at Highland Committee attends a meeting for the express purpose of objecting to transition of any business because the meeting is not lawfully called or convened.

9.11 Quorum and Manner of Action. A majority of the authorized number of The Greens at Highland Committee shall constitute a quorum for the transactions of the business at any meeting of The Greens at Highland Committee. Except as otherwise required in these Bylaws, the Articles of Incorporation, or the Declaration, the act of a majority of The Greens at Highland Committee present at any meeting at which a quorum is present shall be the act of The Greens at Highland Committee. The Greens at Highland Committee shall act only as a Board, and individual members of The Greens at Highland Committee shall have no power as such.

9.12 Compensation. No Trustee shall receive compensation for any services that he may render to the HOA as a member of The Greens at Highland Committee; however, that a member of The Greens at Highland Committee may be reimbursed for expenses incurred in the performance of his duties as a member of The Greens at Highland Committee to the extent that such expense are approved by The Greens at Highland Committee and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the HOA other than in his capacity as a member of The Greens at Highland Committee.

9.13 Resignation Removal. A member of The Greens at Highland Committee may resign at anytime by delivering a written resignation to either the president or The Greens at Highland Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any member of The Greens at Highland Committee (other than a member of The Greens at Highland Committee appointed by the Declarant) may be removed at any time, for or without cause, by the affirmative vote of the Owners holding more that fifty (50%) of the total number of votes appurtenant to all Lots in the Development, at a special meeting of the members duly called for such purpose.

9.14 Vacancies. If vacancies shall occur in The Greens at Highland Committee by reason of the death, resignation, or disqualification of a member of The Greens at Highland Committee (other than a member of The Highland Committee appointed by the Declarant), or if the authorized number of The Greens at Highland Committees shall be increased The Greens at Highland Committee then in office shall continue to act, and such vacancies or newly created membership shall be filled by a vote of The Greens at Highland Committee then in office, though less than a quorum, in any approved such meeting of The Greens at Highland Committee. Any vacancy in The Greens at Highland Committee occurring by reason of removal of a member of The Greens at Highland Committee appointed by the Declarant, should be filled by appointments to be made by the Declarant. Any member of The Greens at Highland Committee elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Highlands Committee, as the case may be.

9.15 Informal Action by The Greens at Highland Committee. Any action that is required or permitted to be taken at a meeting of The Greens at Highland Committee, may be taken without a meeting if a consent in writing setting forth action so taken, shall be signed by all of The Greens at Highland Committee.

9.16. Amendments. The provision of this Article may not be amended, modified or repealed, unless such amendment, modification, or repeal is approved by the affirmative vote of Owners holding more than fifty percent (50%) of the total number of votes appurtenant to all Lots in the Project.

9.17 Assistant Secretaries and Assistant Treasurers. The assistant secretaries and assistant treasurers, in general, shall perform such duties as shall be assigned to them by the secretary or the treasurer, respectively, or by the president of The Greens at Highland Committee.

9.18 Compensation. No officer shall receive compensation for any services that he may render to the HOA as an officer; however, that an officer may be reimbursed for expenses incurred in the performance of his duties as an officer to the extent such expenses are approved by The Greens at Highland Committee and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the HOA other than in his capacity as an officer.

ARTICLE X COMMITTEES

10.01 Designation of Committees. The Greens at Highland Committee may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. No committee member shall receive compensation for services that he may render to the HOA as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of his duties as a committee member to the extent that such expenses incurred in performance of his duties as a committee member to the extent that such expenses are approved by The Greens at Highland Committee and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the HOA other than in his capacity as committee member.

10.02 Proceeding of Committees. Each committee designated hereunder by The Greens at Highland Committee may appoint its own presiding and recording officers; may meet at such place and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceeding and shall regularly report such proceeding to The Greens at Highland Committee.

10.03 Quorum and Manner of Acting. At each meeting of any committee designated hereunder by The Greens at Highland Committee, the presence of members consisting of at least a majority of the authorized membership of such committee (but in no event less than two members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the action of such committee. The members of any committee designated by The Greens at Highland Committee hereunder shall act only as a committee, and the individual members thereof shall have no power as such.

10.04 Resignation Removal. Any member of any committee designated hereunder by The Greens at Highland Committee may resign at any time by delivering a written resignation to the president, The Greens at Highland Committee, or the presiding officer of the committee of which he is a member. Unless otherwise specified herein, such resignation shall take effect upon delivery. The Greens at Highland Committee may at any time, with or without cause, remove any member of any committee.

10.05 Vacancies. If a vacancy shall occur in any committee designated by The Greens at Highland Committee hereunder, due to disqualification, death, resignation, removal or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of The Greens at Highland Committee.

ARTICLE XI OFFICERS

11.01 Officers. The officers of The Greens at Highland Committee shall include a president and a

secretary, and such other officers as may from time to time be appointed by The Greens at Highland Committee.

11.02 Election, Tenure, and Qualifications. The officers shall be chosen by The Greens at Highland Committee annually at the regular annual meeting of The Greens at Highland Committee. In the event of failure to choose officers at such regular annual meeting of The Greens at Highland Committee, officers may be chosen at any regular or special meeting of The Greens at Highland Committee. Each such officer (whether chosen at a regular annual meeting of The Greens at Highland Committee or otherwise) shall hold his office until the next ensuing regular annual meeting of The Greens at Highland HOA and until his successor shall have been chosen and qualified, or until his death, or until his resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more offices; provided, however, that the president may not also be the secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office.

11.03 Subordinate Officers. The Greens at Highland Committee may from time to time appoint such other officers or agents as it may deem advisable, each of who shall have such title, hold office for such period, have such authority, and perform such duties as the HOA shall determine. The Greens at Highland Committee may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities and duties. Subordinate officers need not be a member of the HOA.

11.04 Removal. Any officer may resign at any time by delivering a written resignation to the president or to The Greens at Highland Committee. Any officer or agent may be removed by The Greens at Highland Committee whenever in its judgment the best interest of the HOA will be served thereby, but such removal shall be without prejudice to contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not itself create contract rights.

11.05 Vacancies. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other case, a new office shall be created. Such vacancies or newly created offices may be filled by The Greens at Highland Committee at any regular or special meeting.

11.06 President. The president shall be the principal executive officer of the HOA and subject to the control of The Greens at Highland Committee. The president shall, in general, supervise and control all of the business and affairs of the HOA. He shall, when present, preside at all meetings of The Greens at Highland Committee. He may sign, with the secretary or any other proper officer of the HOA hereunto authorized by The Greens at Highland Committee, deeds, mortgages, bonds, contracts or other instruments which The Greens at Highland Committee has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by The Greens at Highland Committee or the Bylaws to some other officer or agent or the HOA, or shall be required by law to otherwise be signed or executed; and in general shall perform all duties incident to the office of president including such other duties as may be prescribed by The Greens at Highland Committee from time to time.

11.07 Secretary. The secretary shall (a) keep the minutes of the HOA and of The Greens at Highland Committee in one or more books provided for such purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records of the HOA; (d) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president of The Greens at Highland Committee.

11.08 Treasurer. The treasurer, if appointed, shall; (a) have custody of and be responsible for all funds of the HOA (b) receive and give receipt for moneys due and payable to the HOA from any source whatsoever, and deposit all such money in the name of the HOA in such banks, trust companies or other depositories as shall be determined by The Greens at Highland Committee; and (c) in general perform all of the duties incident to the office of the treasurer and such other duties as from time to time may be assigned to him by the president or The Greens at Highland Committee.

11.09 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meeting and in the manner of voting, form of proxies, and method of ascertaining members present shall be deemed waived if no

objection thereto is made at the meeting.

11.10 Informal Actions by Members. Any action that is required or permitted to be taken at a meeting of the members may be take without a meeting, if a consent in writing, setting forth the actions so taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof.

ARTICLE XII

ARCHITECTURAL REVIEW COMMITTEE

12.01 Architectural Review Committee. There is hereby established an Architectural Review Committee (ARC) for The Greens at Highland. The ARC shall consist of three (3) members. The ARC shall have the duty and responsibility to carry out the tasks set forth in ARTICLE IV, and shall pass upon, approve or reject any plans or specifications for improvements to be made on lots in the Subdivision, and to enforce the conditions, covenants, restrictions and standards set forth herein, and "That conform to restrictions and general plans, of the Declarant, The Highland HOA, and The Greens at Highland Committee, for the improvement and development of the whole Subdivision. The ARC may act by any three (3) of its members, and the approval of any plans for the construction of homes or improvements to The Greens at Highland must have a stamp of approval and be signed by one (1) member of ARC.

12.02 It is intended that the Declarant shall appoint the members of the ARC and may fill any vacancies therein for so long as the Declarant owns any lots or other real property in the Subdivision. Declarant shall also have the right, at any time, at its sole discretion, to permit one or more other members of the ARC to be appointed by The Greens at Highland Committee. Any member of the ARC may resign from the Committee, at any time, upon written notice to the other members of the ARC. At such time as the Declarant shall have relinquished authority to appoint members of The Greens at Highland Committee, (See Section 9.02) The members of the ARC shall be appointed by The Greens at Highland Committee, in accordance with the provision of ARTICLE X.

The Initial Members of the Architectural Review Committee shall consist of:

Keith Nielsen Ty Briggs Craig D. Nielsen

ARTICLE XIII

INDEMNIFICATION

13.01 Indemnification – Third – Party Actions. The HOA shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the HOA) by reason of the fact that he is or was a member of The Greens at Highland Committee or officer of the HOA, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by, or in connection with such action, suit, or proceeding where it is determined that the individual reasonably believed to be in or not opposed to the best interest of the HOA or with respect to any criminal action or proceeding that the person had no reasonable cause to believe that his conduct was unlawful. The termination of any action, suit, or proceeding by any adverse judgment, settlement, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create presumption that the person did not act in good faith and a manner which he reasonably believed to be in or not opposed to the best interest of the HOA or with respect to any criminal action or proceeding that the person had no reasonable cause to believe that his conduct was unlawful.

13.02 Indemnification – Association Actions. The HOA shall indemnify any person who was or is a party

or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the HOA by reason of the fact that he is or was a member of The Greens at Highland Committee or officer of the HOA, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with defense or settlement of such actions or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the HOA; provided, however, that no indemnification shall be made in respect of any claim, issues, or matter as to which such person shall have been adjudged to be liable for gross negligence or intentional misconduct in the performance of his duty to the HOA, unless and only to the extent that the court in which such action or suit has brought shall determine upon application that, despite the adjudication of liability and in the view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity of such expenses which such court shall deem proper.

13.03 Determination. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1 or 2 Article XIII hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Sections 1 or 2 of Article XIII hereof shall be made by the HOA only upon a applicable standard of conduct set forth respectively in Sections 1 or 2 hereof. Such determination shall be made either (a) by The Greens at Highland Committee by a majority vote of disinterested members of The Greens at Highland Committee or (b) by independent legal counsel in written opinion, or (C) by the affirmative vote of more than fifty (50%) of the total votes of the HOA at a meeting duly called for such purpose.

13.04 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the HOA in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of The Greens at Highland Committee and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the HOA as authorized by this article otherwise.

13.05 Scope of Indemnification. The indemnification provided for by this article shall not be deemed exclusive of any other right to which those indemnified may be entitled under any provision in the HOA's Article of Incorporation, Bylaws, agreements, vote or disinterested members or The Greens at Highland Committee, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The indemnification authorized by this article shall apply to all present and future members of The Greens at Highland Committee, officers, employees, and agents of the HOA and shall inure to the benefit of the heirs and personal representatives of all such persona and shall be in addition to all other rights to which such person may be entitled as a matter of law.

13.06 Insurance. The HOA may purchase and maintain insurance on behalf of any person who was or is a member of The Highland Committee, officer, employee, or agent of the HOA, or who was or is serving at the request of the HOA as a member of The Greens at Highland Committee, director, officer, employee, or agent of another corporation, entity, or enterprise (whether for profit or not for profit), against any liability asserted against him incurred by him in any such capacity or arising out of his status as such, whether or not the HOA would have the power to indemnify him against such liability under the laws of the State of Utah, as the same may hereafter be amended or modified.

13.07 Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this article shall be expenses of the HOA and shall be paid with funds from the Common Expense Fund referred to in the Declaration.

ARTICLE XIV

FISCAL YEAR

14.01 Fiscal Year. The fiscal year of the HOA shall begin on the 1st day of January of each year and shall end on the 31st day of December next following; provided, however, that the first fiscal year shall begin on the date of incorporation.

ARTICLE XV

ASSESSMENTS

15.01 Agreement to Pay Assessments. The Declarant for each Unit within the Development, and for and as the Owners of the Property and every part thereof, hereby covenants and each Owner of any Unit(s) by the acceptance of a deed, contract, or other instruments of conveyance and transfer therefore, whether or not it so expressed in said deed, contract, or other instrument, shall be deemed to covenant and agree with each other Owner and with Association to pay to the Association all assessments made by the Association for the purpose provided in this Declaration. Such assessments shall be fixed, established, and collected from time to time as provided in the Article IX.

15.02 Annual Assessments. Annual assessments shall be computed by The Greens at Highland Committee of the Association and assessed against all Units in the development based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out or connected with the maintenance and operation of the Common Areas.

Where such reserve is to be funded by monthly payment rather than extraordinary special assessment, and any other expenses and liabilities, which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration, such shall constitute the Common expenses arising out or connected with maintenance and operation of the Common Areas.

15.03 Initial Annual Assessment. The initial annual assessment based upon current landscape and improvement estimates shall be \$13,800 (\$300) per Unit (See attachment 1). Changes to the initial annual assessment shall be made by The Greens at Highland Committee of the Association and be based upon the Common Expenses which shall also be adjusted for current costs and inflation. A summary of the tasks to be performed by the HOA and an estimate of costs for each task as set forth on Attachment 1.

15.04 Rate and Date of Assessment. The Common Expenses shall be apportioned and assessed to all Owners at a uniform rate which shall be in proportion to the number of Units in the Development.

15.05 Annual Budget. Annual assessments shall be made on a calendar year basis; provided the first annual assessment shall be for the balance of the calendar year remaining after the date fixed by the Association as the date of commencement of the Assessments. The association shall give written notice to each Owner as to the proposed budget and the amount of the annual assessment (hereinafter "Annual Assessment") with respect to his or her Unit not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the calendar year. The budget shall itemize the estimated cash requirement for the operating period. The budget shall serve as the supporting document for the annual assessments for the upcoming calendar year and the major guideline under which the development each be operated during such annual period.

15.06 Payment. Each Annual assessment shall be due and payable in monthly installments on the 1st day of each and every month and no separate notices of such monthly installment shall be required. Each monthly assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable; if not paid within (30) days after such date. In addition, in the event that any installment of the Annual Assessment is not paid within thirty (30) days of the date such installment comes due, the Association may, at its option, and upon thirty (30) days; prior written notice to the Owner accelerate the due date for all remaining Annual Assessment installments for the calendar year and all accrued unpaid interest thereon. Payment of the Annual Assessment installments so accelerated shall be due at the expiration of said thirty (30) day notice period and the installment so accelerated shall be due at the expiration of said thirty (30) day notice period and interest shall accrue on the entire sum at the rate of eighteen percent (18%) per annum from such date until paid in full. The failure of the Association to give timely notice of any Annual Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provision of this Declaration, or a release of any Owner from the obligation to pay such assessment or any other assessment; but the date when the payment shall become due shall be deferred to a date thirty (30) days after notice of such assessment shall have been given to the Owner in the manner provided in this

Declaration.

15.07 Inadequate Funds. In the event that the Common Expense Fund proves inadequate at anytime for whatever reason, including nonpayment of any Owner’s assessment, the Association may levy additional assessments in accordance with the procedures set forth in “Special Assessment” below, except that the vote specified therein shall be necessary.

15.08 Special Assessments. In addition to the Annual Assessments authorized by this Article, The Greens at Highland Committee on behalf of the Association may, levy at any time and from time to time, upon the affirmative vote of at least fifty-one percent (51%) of the members of the Association, special assessments (hereinafter “ Special Assessments”) payable over such periods as the association may determine, for the purpose of defraying excess necessary costs.

ARTICLE XVI

RULES AND REGULATIONS

16.01 The Greens at Highland Committee may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the project; provided, however, that such rules and regulation shall not be inconsistent with the rights and duties set forth in the articles of Incorporation, the Declaration, or these Bylaws. The members shall be provided with copies of all rules and regulations adopted by The Greens at Highland Committee, and with copies of all amendments and revision thereof.

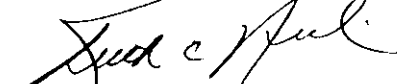
ARTICLE XVII

AMENDMENTS

17.01 Except as otherwise provided by law, the Articles of Incorporation, the Declaration, or those Bylaws, may be amended, modified, or repealed and new bylaws may be made and adopted by the members upon the affirmative vote of more than fifty percent (50%) of the total votes of the HOA’ provided, however, that such actions shall not be effective unless and until a written instrument setting forth (a) the amended, modified, repealed, o new bylaw, (b) the number of votes cast in favor of such action, and (c) the total votes of the HOA , shall have been executed and verified by the current president of the HOA and mailed to each member of the HOA.

The Greens at Highland Committee

October 16, 2003



Keith C Nielsen



Ty Briggs

Craig D. Nielsen
Craig D. Nielsen

IN WITNESS WHEREOF, the undersigned has executed this document on this 10th day of Dec, 2003.

Lone Peak Links, LLC

[Signature] 12/10/03
Signature of Manager Date

Craig D. Nielsen 12/10/03
Signature of Manager Date

Attachment 1
Budget
The Greens At The Highland Planned Unit Development

Phase "A" and "C"

Total Number of Units = 46

Assessment for each dwelling unit

	<u>Annual Total</u>	<u>Annual Per Unit</u>	<u>Monthly Cost</u>
1. Fire Liability and Property Damage	\$4,416	\$96.00	\$8.00
2. Water (Outside Landscaping)	\$2,760	\$60.00	\$5.00
3. Outside Lighting	\$1,104	\$24.00	\$2.00
4. Landscape and Building Maintenance	\$2,760	\$60.00	\$5.00
5. Reserve for Mtge. & Repairs	\$2,760	\$60.00	\$5.00
Total Annual Assessment	\$13,800	\$300	\$25.00

Attachment 2
 Legal Description
 The Greens at Highland Planned Unit Development

ORIGINAL NOT LEGIBLE

BOUNDARY DESCRIPTION

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 2 EAST, S.L.B.&M., UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE S.00°03'58"W. ALONG THE SECTION LINE, A DISTANCE OF 666.23 FEET TO THE REAL POINT OF BEGINNING;

THENCE N.89°55'56"E. A DISTANCE OF 58.27 FEET; THENCE N.00°04'04"W. A DISTANCE OF 6.16 FEET; THENCE EAST A DISTANCE OF 602.51 FEET; THENCE SOUTH A DISTANCE OF 50.94 FEET; THENCE S.63°21'01"W. A DISTANCE OF 415.02 FEET; THENCE S.74°57'33"E. A DISTANCE OF 114.33 FEET; THENCE S.77°45'53"E. A DISTANCE OF 79.98 FEET; THENCE S.86°50'45"E. A DISTANCE OF 41.12 FEET; THENCE N.89°57'01"E. A DISTANCE OF 297.03 FEET; THENCE S.60°50'16"E. A DISTANCE OF 73.34 FEET; THENCE N.87°26'30"E. A DISTANCE OF 392.92 FEET; THENCE N.77°16'19"E. A DISTANCE OF 19.38 FEET; THENCE N.80°02'25"E. A DISTANCE OF 83.26 FEET; THENCE N.89°56'59"E. A DISTANCE OF 1.73 FEET; THENCE S.00°03'01"E. A DISTANCE OF 142.26 FEET; THENCE S.37°01'32"W. A DISTANCE OF 103.96 FEET; THENCE S.00°03'58"W. A DISTANCE OF 160.79 FEET; THENCE S.89°56'59"W. A DISTANCE OF 70.70 FEET; THENCE N.83°24'31"W. A DISTANCE OF 158.14 FEET; THENCE S.89°21'59"W. A DISTANCE OF 292.93 FEET; THENCE S.88°46'10"W. A DISTANCE OF 793.31 FEET; THENCE N.00°03'58"E. A DISTANCE OF 667.26 FEET TO THE REAL POINT OF BEGINNING, CONTAINING 14.57 ACRES OF LAND.

BOUNDARY DESCRIPTION

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 2 EAST, S.L.B.&M., UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE S.00°03'58"W. ALONG THE SECTION LINE, A DISTANCE OF 945.25 FEET AND EAST A DISTANCE OF 1376.05 FEET TO THE REAL POINT OF BEGINNING;

THENCE N.89°56'59"E. A DISTANCE OF 904.71 FEET; THENCE S.63°32'37"E. A DISTANCE OF 224.72 FEET; THENCE S.75°30'32"E. A DISTANCE OF 117.60 FEET; THENCE S.74°36'40"E. A DISTANCE OF 63.69 FEET; THENCE S.00°05'56"W. A DISTANCE OF 239.23 FEET; THENCE S.89°56'59"W. A DISTANCE OF 1343.41 FEET; THENCE N.00°03'58"E. A DISTANCE OF 160.79 FEET; THENCE N.37°01'32"E. A DISTANCE OF 103.96 FEET; THENCE N.00°03'01"W. A DISTANCE OF 142.26 FEET TO THE REAL POINT OF BEGINNING, CONTAINING 10.91 ACRES OF LAND.

Properties within Book 40, Page 333 - GREENS AT THE HIGHLANDS THE PLAT A

Parcel	Owner name	First line of legal description
:0001	LONE PEAK LINKS LC	LOT 1, PLAT A, GREENS AT HIGHLANDS SUB.
:0002	LONE PEAK LINKS LC	LOT 2, PLAT A, GREENS AT HIGHLANDS SUB.
:0003	LONE PEAK LINKS LC	LOT 3, PLAT A, GREENS AT HIGHLANDS SUB.
:0004	LONE PEAK LINKS LC	LOT 4, PLAT A, GREENS AT HIGHLANDS SUB.
:0005	LONE PEAK LINKS LC	LOT 5, PLAT A, GREENS AT HIGHLANDS SUB.
:0006	LONE PEAK LINKS LLC	LOT 6, PLAT A, GREENS AT HIGHLANDS SUB.
:0007	LONE PEAK LINKS LLC	LOT 7, PLAT A, GREENS AT HIGHLANDS SUB.
:0008	LONE PEAK LINKS LLC	LOT 8, PLAT A, GREENS AT HIGHLANDS SUB.
:0009	LONE PEAK LINKS LLC	LOT 9, PLAT A, GREENS AT HIGHLANDS SUB.
:0010	LONE PEAK LINKS LLC	LOT 10, PLAT A, GREENS AT HIGHLANDS SUB.
:0011	LONE PEAK LINKS LLC	LOT 11, PLAT A, GREENS AT HIGHLANDS SUB.
:0012	LONE PEAK LINKS LLC	LOT 12, PLAT A, GREENS AT HIGHLANDS SUB.
:0013	LONE PEAK LINKS LLC	LOT 13, PLAT A, GREENS AT HIGHLANDS SUB.
:0014	LONE PEAK LINKS LLC	LOT 14, PLAT A, GREENS AT HIGHLANDS SUB.
:0015	LONE PEAK LINKS LLC	LOT 15, PLAT A, GREENS AT HIGHLANDS SUB.
:0016	LONE PEAK LINKS LLC	LOT 16, PLAT A, GREENS AT HIGHLANDS SUB.

* * * Press XMT to continue search * * *

Properties within Book 40, Page 333 - GREENS AT THE HIGHLANDS THE PLAT

Parcel	Owner name	First line of legal description
:0017	LONE PEAK LINKS LLC	LOT 17, PLAT A, GREENS AT HIGHLANDS SUB.
:0018	LONE PEAK LINKS LLC	LOT 18, PLAT A, GREENS AT HIGHLANDS SUB.
:0019	LONE PEAK LINKS LLC	LOT 19, PLAT A, GREENS AT HIGHLANDS SUB.
:0020	LONE PEAK LINKS LLC	LOT 20, PLAT A, GREENS AT HIGHLANDS SUB.
:0021	LONE PEAK LINKS LC	LOT 21, PLAT A, GREENS AT HIGHLANDS SUB.
:0022	LONE PEAK LINKS LC	LOT 22, PLAT A, GREENS AT HIGHLANDS SUB.
:0023	LONE PEAK LINKS LC	LOT 23, PLAT A, GREENS AT HIGHLANDS SUB.
:0024	HIGHLAND CITY	PUBLIC PARK SPACE, LOT 24, PLAT A, GREEN
:0025	LONE PEAK LINKS LC	FUTURE RIGHT-OF-WAY, LOT 25, PLAT A, GRE
:0026	HIGHLAND CITY	PARK SPACE, LOT 26, PLAT A, GREENS AT HI
:0027	HIGHLAND CITY	PUBLIC ROAD, PLAT A, GREENS AT HIGHLANDS

* * * Search Completed * * *

Properties within Book 40, Page 334 - GREENS AT THE HIGHLANDS THE PLAT C

Parcel	Owner name	First line of legal description
:0001	LONE PEAK LINKS LLC	LOT 1, PLAT C, GREENS AT HIGHLANDS SUB.
:0002	LONE PEAK LINKS LLC	LOT 2, PLAT C, GREENS AT HIGHLANDS SUB.
:0003	LONE PEAK LINKS LLC	LOT 3, PLAT C, GREENS AT HIGHLANDS SUB.
:0004	LONE PEAK LINKS LLC	LOT 4, PLAT C, GREENS AT HIGHLANDS SUB.
:0005	LONE PEAK LINKS LC	LOT 5, PLAT C, GREENS AT HIGHLANDS SUB.
:0006	LONE PEAK LINKS LC	LOT 6, PLAT C, GREENS AT HIGHLANDS SUB.
:0007	LONE PEAK LINKS LC	LOT 7, PLAT C, GREENS AT HIGHLANDS SUB.
:0008	LONE PEAK LINKS LC	LOT 8, PLAT C, GREENS AT HIGHLANDS SUB.
:0009	LONE PEAK LINKS LC	LOT 9, PLAT C, GREENS AT HIGHLANDS SUB.
:0010	LONE PEAK LINKS LC	LOT 10, PLAT C, GREENS AT HIGHLANDS SUB.
:0011	LONE PEAK LINKS LC	LOT 11, PLAT C, GREENS AT HIGHLANDS SUB.
:0012	LONE PEAK LINKS LC	LOT 12, PLAT C, GREENS AT HIGHLANDS SUB.
:0013	LONE PEAK LINKS LC	LOT 13, PLAT C, GREENS AT HIGHLANDS SUB.
:0014	LONE PEAK LINKS LC	LOT 14, PLAT C, GREENS AT HIGHLANDS SUB.
:0015	LONE PEAK LINKS LC	LOT 15, PLAT C, GREENS AT HIGHLANDS SUB.
:0016	LONE PEAK LINKS LC	LOT 16, PLAT C, GREENS AT HIGHLANDS SUB.

* * * Press XMT to continue search * * *

Properties within Book 40, Page 334 - GREENS AT THE HIGHLANDS THE PLAT

Parcel	Owner name	First line of legal description
:0017	LONE PEAK LINKS LC	LOT 17, PLAT C, GREENS AT HIGHLANDS SUB.
:0018	LONE PEAK LINKS LC	LOT 18, PLAT C, GREENS AT HIGHLANDS SUB.
:0019	LONE PEAK LINKS LC	LOT 19, PLAT C, GREENS AT HIGHLANDS SUB.
:0020	LONE PEAK LINKS LC	LOT 20, PLAT C, GREENS AT HIGHLANDS SUB.
:0021	LONE PEAK LINKS LLC	LOT 21, PLAT C, GREENS AT HIGHLANDS SUB.
:0022	LONE PEAK LINKS LLC	LOT 22, PLAT C, GREENS AT HIGHLANDS SUB.
:0023	LONE PEAK LINKS LLC	LOT 23, PLAT C, GREENS AT HIGHLANDS SUB.
:0024	HIGHLAND CITY	PUBLIC PARK, PLAT C, GREENS AT HIGHLANDS
:0025	HIGHLAND CITY	PUBLIC ROAD, PLAT C, GREENS AT HIGHLANDS

* * * Search Completed * * *