

**AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
EMIGRATION OAKS,
A PLANNED UNIT DEVELOPMENT**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereafter “Declaration”) is made on the date evidenced below by the Emigration Oaks Property Owners Association, Inc. (hereafter “Association”).

RECITALS

- A. This Declaration and the Bylaws attached hereto supersede and replace all prior declarations, bylaws, and amendments or supplements thereto, recorded against the subdivision including the Declaration of Covenants, Conditions, and Restrictions of Emigration Oaks, recorded April 26, 1985, as Entry No. 4078735, records of the Salt Lake County Recorder, Utah, and all supplements and amendments thereto (the “Original Declaration”);
- B. The property subject to this Amended and Restated Declaration is the Emigration Oaks P.U.D. subdivision in Salt Lake County, Utah. Exhibit “A” of this Declaration further defines the property subject to this Declaration. All Lots therein are part of the Association and Owners of Lots are Members thereof. The Association is created as a planned development and contains certain Common Area and easements for the benefit of the Owners of Lots therein. The Community is not a cooperative or a condominium project.
- C. The Association desires to continue to provide for the preservation of the values and amenities in the development and for the maintenance of the Common Areas.
- D. Pursuant to Article XII of the Original Declaration, Owners representing the required number of the total votes necessary have approved amending the Declaration.

PURPOSE

The purpose of this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Emigration Oaks Property Owners Association, Inc. (“Declaration”) is to provide updated rights, authority and privileges to Owners and to help with more effective governance of

the Association as enumerated in the following provisions while maintaining the individual rights of Owners.

ASSOCIATION

The Association is the formal organization that administers and enforces this Declaration. The Association is managed by a Board of Trustees which is elected by the Members. Owning a Lot within the Association means that you and your property are subject to certain rules, obligations, rights and privileges. The Board of Trustees' primary duty is to enforce the provisions contained in this Declaration and the Bylaws to help maintain property values, a desired aesthetic and expected quality of life for the benefit of the Membership as a whole. The Board of Trustees' actions and decisions are intended to further these objectives.

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NOW, THEREFORE, the Association declares that the Property described in Article II of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth.

I. DEFINITIONS

When used in this Declaration (including that portion hereof entitled "Recitals") the following terms shall have the meanings indicated:

1. Acceptable Means of Voting shall mean and include any vote cast in person, by proxy, by electronic or telephonic means, such as electronic mail or fax.
2. Act shall mean the Utah Community Association Act, Utah Code, Title 57, Chapter 8a, as the same shall be amended from time to time.
3. Assessment shall mean any charge imposed or levied by the Association on or against an Owner or Lot pursuant to the terms of the Governing Documents or applicable law.
4. Association shall mean and refer to THE EMIGRATION OAKS PROPERTY OWNERS ASSOCIATION, INC., a Utah nonprofit corporation which is created by the filing of Articles of Incorporation.
5. Board, Board of Directors or Board of Trustees shall mean and refer to the Board of Directors of the Association.
6. Bylaws shall mean the Bylaws of the Association (attached hereto as Exhibit B) as they may be amended from time to time. In case of a conflict between any provision in the Bylaws and this Declaration, the provision contained in the Declaration shall control.

7. Common Areas or Common Areas and Facilities shall mean and refer to all portions of the Property owned by the Association for the common use and enjoyment of the Owners, and shall include:

- (a) All portion of the Property not specifically included with the individual Lots.
- (b) All Common Areas and Limited Common Areas designated as such on the Plat.
- (c) All installations, equipment, and lines, if any, now or hereafter located on, over, or under the Common areas and connected with or related to the furnishing of Project utility services such as water, sewage disposal, electricity, and telephone, and which are not owned by or dedicated to a governmental or quasi-governmental authority or public or private utility company.
- (d) The Private Streets within the Project.
- (e) The “Access Road” for the Project shown on the Plat.

8. Common Expenses shall mean expenses of administration, maintenance, repair, or replacement of the Common Areas and Facilities and the expenses incurred by the Association in carrying out the responsibilities and duties mandated by the Governing Documents.

9. Community shall mean all of the land described in the attached Exhibit A.

10. Declaration shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions, as the same may be modified, amended, supplemented, or expanded in accordance with Utah law and provisions herein.

11. Fines shall mean and refer to fines levied against an Owner for violations of the Governing Documents of the Association. Fines shall be enforced and collected consistent with the Utah Code Annotated Section 57-8a-208 and as may be amended hereafter, and policies of the Board as permitted by the Code. Fines shall be collected in the same manner as unpaid Assessments. A schedule of fines shall be posted on the Association’s website for reference by Owners.

12. Governing Documents shall mean and refer to a written instrument by which the Association may reasonably exercise powers or manage, maintain, or otherwise affect the property under the jurisdiction of the Association, including Articles of Incorporation, Bylaws, resolutions, Plat, this Declaration, Rules, and architectural or design guidelines.

13. Improvements shall mean every material structure or improvement to the exterior of a Living Unit, including but not limited to changing the grade of landscaping, removing native vegetation, exterior Living Unit alterations, decks, porches, awnings, fences, garages, placement

of satellite dishes or other material changes to the exterior of a Lot or Living Unit. Landscaping is not an Improvement as defined herein so long as the grade is not changed and native vegetation are not removed pursuant to FCOZ.

14. Living Unit shall mean and refer to a house, similar structure or portion of the structure located on a Lot which is designed and intended for human occupancy.

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15. Lot shall mean and refer to any of the separately numbered and individually described parcels of land shown on the Plat, or subsequently filed Plats intended for private use and ownership.

16. Manager or Managing Agent shall mean and refer to the individual or company hired to manage the affairs of the Association having such duties as may be delegated to it by the Board of Directors. Such individual or company shall be approved by the Board and hold all licensure or insurance requirements deemed necessary and standard in the professional property management industry and, in addition, considered by the Board needed to limit potential liabilities of Emigrations Oaks or Oaks Owners.

17. Member shall mean and refer to every person who holds Membership in the Association.

18. Mortgage shall mean and include a first mortgage on any Lot or a first deed of trust on any Lot.

19. Mortgagee shall mean and include both a mortgagee under a first mortgage on any Lot and beneficiary under a first deed of trust on any Lot.

20. Open Space Area shall mean and refer to all portions of the Common Areas, excluding the following; the Project's Private Streets and parking areas; the Project's utility and drainage lines, and facilities; landscaped or otherwise developed portions of the Common Areas approved by Salt Lake County; and the Stream Protection Zone.

21. Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided fee interest in any Lot. Notwithstanding any applicable laws relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure of any arrangement or proceeding in lieu thereof.

22. Plat shall mean and refer to the following duly approved and recorded plats:

(a) The plat filed herewith, entitled "Emigration Oaks- Phase 1A, A planned Unit Development," executed and acknowledged by the original developer, prepared and

certified to by Phillip R. Engle, a duly registered Utah Land Surveyor holding Certificate No. 4667, and consisting of three (3) sheets.

(b) Any plat(s) referencing all or any portions of additional land, but only after the recording of such plat(s) and only if the recording was in compliance with the then existing Declaration properly adding the real property covered by such plat(s) to the Project and subjecting such real property to the Declaration.

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23. Private Street shall mean and refer to each of the Project's "Private Street" identified as such on the Plat; provided however, that any portions of the "Private Street" which occupies part of a Lot shall consist only of such perpetual easements and rights of ingress and egress on, over, under through, and across the part of the Lot as may be necessary or convenient for the Association (in the manner not inconsistent with this Declaration) to construct, improve and maintain the Project's "Private Streets," walkways, and sidewalks, conduits, structures and other related facilities, all Improvements created or constructed, and all other Improvements occupying any such part of a Lot. Such perpetual easements and said rights shall benefit the entirety of the Project.

24. Project shall mean and refer to Emigration Oaks, a Planned Unit Development, as shown on the Plat(s) and governed by this Declaration, Bylaws and policies of the Association.

25. Property shall mean and refer to the tract of real property described in Article II of this Declaration, together with each and every portion of additional land added to the Project in accordance with law and the provisions of any prior version(s) of the Declaration.

26. Recreational Vehicle shall mean boats, campers, trailers and similar vehicles not used for regular and primary passenger transportation on public or private streets.

27. Screened from View shall mean kept in an enclosed structure or appropriately screened from view so as to not be visible year-round from the street on which the Lot is located or visible from any contiguous Lot or Living Unit. Such structure or screening shall require the pre-approval of the ARC pursuant to this Declaration. In no event shall tarps, tents, or other temporary structures or covering constitute appropriate screening.

28. Stream Protection Zone shall mean and refer to the "Stream Protection Zone" and/or "Drainage Protection Zone" identified as such on the Plat(s).

II. PROPERTY DESCRIPTION

The Property which is subject to the provisions of this Declaration consists of the following-described real property situated in Salt Lake County, State of Utah:

See Exhibit "A" attached hereto and incorporated herein by this reference.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

EXCLUDING all presently existing or to be constructed or installed utility lines and related facilities which are now or hereafter owned by any governmental or quasi-governmental authority or by any public or private utility company.

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SUBJECT TO all easement and rights created by EMBC, L.C. (a Utah limited liability company, identified as entity number 2017359-0160 with the Utah Division of Corporations, that owned the property prior to its development as Emigration Oaks, Phase 1A) in that certain Declaration of Easements affecting a portion of the above-described parcel of real property and recorded prior to the original Emigration Oaks Declaration in the office of the Recorder of Salt Lake County, Utah. Said Easement runs with the land and is effective until such time that the Easement may be rescinded by agreement between EMBC, L.C. and the Association.

ALL OF THE FOREGOING IS ALSO SUBJECT TO: all liens for current and future taxes, Assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all easements and rights-of-way of record, otherwise existing or enforceable in law or equity; and any easements, rights-of-way encroachments, shortages in area, or discrepancies shown on or revealed by the Plat(s), or otherwise existing or discoverable from an inspection of the above-described parcel of real property.

III. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Organization. The Association has been organized as a nonprofit corporation under the nonprofit laws of the State of Utah (Utah Code Annotated Title 16, Chapter 6a, as may be amended). In the event that the Association is at any time administratively dissolved by the State of Utah, the Board may re-incorporate the Association without a vote of the Owners. The affairs of the Association shall be governed by a Board as provided herein and in the Bylaws.

2. Membership. Every Owner shall be a Member of the Association. No evidence of Membership in the Association shall be necessary other than evidence of ownership of a Lot. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains.

3. Voting Rights. The method of voting shall be as provided herein. All Members shall be entitled to one (1) vote for each Lot in which the required interest for Membership in the Association is held.

4. Multiple Ownership Interests. In the event that there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine amongst themselves. A vote cast at any Association meeting by any of such Owners, whether in person, by proxy, or by electronic or telephonic means, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event that such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

5. List of Owners. The Association shall maintain up-to-date records showing: (i) the name of each person who is an Owner, the address of such person, and the Lot which is owned by him or her. In the event of any transfer of a deed or undivided fee interest in a Lot, either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the deed or other instrument accomplishing the transfer is on record in the office of the County recorder of Salt Lake County, Utah. The Association may for all purposes, act and rely on the information concerning Owners and Lot ownership which is acquired by it, or at its option, the Association may act and rely on current ownership information respecting any Lot or Lots which is obtained from the office of the County Recorder of Salt Lake County, Utah. The address of an Owner shall be deemed to be the address of the Lot owned by such person unless the Association is otherwise made aware.

IV. PROPERTY RIGHTS, OWNERSHIP AND EASEMENTS

1. Easement of Enjoyment. Each Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Owner may delegate their right and easement of use and enjoyment described in this Declaration to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner’s Lot.

2. Form for Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. _____ contained within Emigration Oaks, a Planned Unit Development, as said Lot is identified in the Plat recorded in Salt Lake County, Utah on _____, 1984, as Entry No. _____ and in the “Declaration of Covenants, Conditions, and Restrictions of Emigration Oaks, a Planned Unit Development recorded in Salt Lake County, Utah on _____, as Entry No. _____, in Book _____, at Page _____. TOGETHER WITH a nonexclusive right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Plat and said Declaration of Covenants, Conditions, and Restrictions, AND SUBJECT TO such perpetual easements and rights of ingress and egress on, over, under, through and across the Lot which are associated with the Private Streets in the Project.

Whether or not the description employed in any such instrument is in the above specified form, however, this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot. Neither the right and easement of use and enjoyment to the Common Areas, shall be separated from the Lot to which they appertain, and even though not specifically mentioned in the instrument of transfer, such nonexclusive right and easement of use and enjoyment to the Common Areas shall automatically accompany the transfer of the Lot to which they relate.

3. Limitation on Easement. A Member's nonexclusive right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

(a) The right of the Association (subject to the reasonable notice of and opportunity to be heard by Owners, Members, Mortgagees, or any other persons or entities) to grant permits, licenses, and easements over, across, through and under the Common Areas to any governmental or quasi-governmental authority, to any public or private utility company or authority, or to any other person or entity for the purpose of installing, maintaining, or providing utilities and related facilities or roads or for such other purposes reasonably necessary or useful for the property maintenance or operation of the Project; and

(b) The right of Salt Lake County, and other governmental or quasi-governmental body having jurisdiction over the Property, and any private or public utility company serving the Project to access and have rights of ingress and egress over, across, through or under the Common Areas for purposes of providing police and fire protection, transporting school children, and providing any other governmental, municipal, or utility service to the Project.

(c) The Drainage Protection Zone that passes over, through or otherwise encumbers Lots 71 and Lot 73 of Emigration Oaks Phase 3, shall not be construed as granting an easement to the public or other Lot Owners. Nothing herein shall be construed to prohibit the Association or applicable governing body from access to maintain proper drainage, flood control or for other emergencies. Specifically, the rights specified in the Declaration to "fishing, hiking or jogging" shall not apply to the Drainage Protection Zone within the boundaries of Lot 71 and Lot 73.

5. Charges for Use of the Common Areas. No leases, charges for use, rental agreements, licenses, or similar arrangements shall be required or entered into with respect to any portion of the Common Areas and Facilities as to the Members, their tenants, guests and invitees.

6. Access to Lots. Each Lot Owner's nonexclusive right and easement of use and enjoyment in and to the Common Areas shall include (without limitation) the right of ingress and egress to such Owner's Lot, which right shall be irrevocable, perpetual, and appurtenant to such Lot.

7. Encroachments and Easements. Upon approval of the ARC, an easement for any encroachment shall be hereby created in the following circumstances:

(a) Where provision for drainage or a drain field on an Owner's Lot is infeasible or will not comply with governmental regulatory requirements because of the impermeability of soils or other unavoidable obstacles on the Owner's Lot, a drain field may encroach upon a Common Area ~~or upon an adjacent Owner's Lot~~ only to the minimum extent necessary to establish a functioning and lawful drain field. Any Lot Owner undertaking construction of such an encroachment shall be responsible for assuring that all damage to land and vegetation on the affected Common Area is fully reclaimed. Except with permission of an adjacent Lot Owner, no such encroachment shall be so located or designed that the drain field reaches within fifteen (15) feet of any Living Unit on any adjacent Lot, or within ten (10) feet of any water line, septic tank or drain field on such adjacent Lot or Common Area.

(b) Encroachment on Common Area is authorized for buildings, structures or support but only temporarily in the course of construction or stabilization of earth or structures. Such encroachments are authorized only if an encroachment is unavoidable despite compliance with the building location requirements prescribed by applicable provisions of this Declaration (namely, architectural review provisions). Any Lot Owner undertaking activities that results in such an encroachment shall be responsible for assuring that all damage to structures, land and vegetation on the encroached property is fully repaired or reclaimed; and shall fully indemnify the Association for any liability to third-persons that may result from injuries or damage to persons or property caused by the encroaching building or structure.

(c) When shifting, settlement or other unintended physical movement of roads or access easements encroaches on a Lot or Common Area, the encroachment is authorized for such reasonable period as is necessary to provide for repair or reconstruction.

V. ASSESSMENTS

1. Adoption of Budget. The Board shall prepare, or cause the preparation of, an annual budget for the Association, which shall provide, without limitation, for the maintenance of the Common Areas and other areas of Association responsibility and for the administration, management and operation of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect. The budget shall contain a line item indicating the amount to be contributed to the reserve account for the next budgeted year.

2. Determination of Annual Assessment.

(a) The Board shall fix the amount and provide notice of the annual Assessment ("Annual Assessment") against each Lot for each assessment period at least

thirty (30) days in advance of the beginning of the period. In addition, notice shall be sent at least thirty (30) days in advance of any increase in the amount of an Assessment. As set forth in the Bylaws, Annual Assessment invoices shall be sent to all Members of the Association at the beginning of the assessment period.

(b) The omission by the Board, before the expiration of any Assessment period, to fix the amount of the Annual Assessment for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Owner from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent Assessment period. In the event of such omission, the Annual Assessment fixed for the preceding period shall continue until a new Assessment is fixed.

3. Personal Obligation and Lien for Assessments. Each Owner shall, by acquiring or in any way becoming vested with an interest in a Lot, be deemed to covenant and agree to pay to the Association the Annual Assessment and the Special Assessments described in this Article, together with interest as set forth herein and costs of collection as determined by Board policy. All such amounts shall be, constitute, and remain: (i) a charge and continuing lien upon the Lot with respect to which such Assessment is made; and (ii) the personal obligation of each person who is an Owner of such Lot at the time the Assessment falls due. No Owner may exempt himself or herself or his/her Lot from liability for payment of Assessments by waiver of his or her rights concerning the Common Areas or by abandonment of his or her Lot.

4. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the safety and welfare of Lot Owners. The use of funds by the Association obtained from Assessments may include payment of the cost of: taxes and insurance on the Common Areas; maintenance, general operations, management and supervision of the Common Areas; establishing and funding a reserve account to cover major repair or replacement of Improvements within the Common Areas; and any expense necessary to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration, Bylaws or the Articles of Incorporation. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of the Common Areas and Facilities.

5. Maximum Annual Assessment Increase or Decrease. The maximum Annual Assessment may not be increased more than fifteen percent (15%) in any single full year (beyond the prior year's Assessment) without the approval of a majority of the Owners present at a meeting in person, by proxy, by electronic or telephonic means, at a meeting duly called for such purpose. Written notice setting forth the purpose of the meeting, and justification for the proposed assessment increase, shall be sent to all Owners at least thirty (30) days but not more than fifty (50) days prior to the meeting date. Conversely, the Annual Assessment may be decreased up to fifteen percent (15%) in any single full year (beyond the prior year's Assessment) without the approval of a majority of Owners.

6. Special Assessments. From and after the date set for commencement of Assessments under this Article, the Association may levy a Special Assessment for the purpose of defraying, in whole or in part: (i) any expense or expenses not reasonably capable of being fully paid with funds generated by regular Assessments; or (ii) the cost of any construction, reconstruction, repair, or replacement of an improvement, personal property, or fixtures upon the Common Areas. Any such Special Assessment must be consented to by a majority of the votes of Members present in person, by proxy, by electronic or telephonic means, at a meeting duly called for such purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than fifty (50) days prior to the meeting date.

7. Approval of Certain Amenities. Approval by a vote of Association Members is required for any decision or action to approve or provide for recreational or social facilities, fixtures, structures or buildings, or related access or utility requirements, whose acquisition, construction or operation would involve or result in any expenses that could be the subject of a Special Assessment payable by Lot Owners, or which could be included in any Special Assessment that could become a lien against any Lot. Upon approval, except as provided hereafter, Lot Owners shall be entitled to use of and participation in such recreational or social programs, facilities, fixtures, structures or buildings under rules approved by the Association, and shall be subject to the Annual Assessment for all maintenance-related costs and expenses.

Approval for any such recreational or social facilities, fixtures, structures or buildings, or related access or utility requirements and Assessments therefore must be assented to by a majority of the votes cast, once a quorum has been established, by Lot Owners in person, by proxy, by electronic or telephonic means. Notice of a meeting for this purpose shall be sent to all Members at least thirty (30) days, but not more than fifty (50) days, prior to the meeting date. Notice of approval of any such decision or action, stating the number of approving votes and the total votes cast, shall be sent to Lot Owners within ten (10) days following the above meeting.

8. Quorum Requirements. The quorum required for any such action specified by Article V, Sections 5 or 6 shall be as follows: At the first meeting called, the presence of Owners or of proxies entitled to cast fifty-one percent (51%) of all Owners' votes shall constitute a quorum. If a quorum is not present at the first meeting, another meeting may be called subject to the notice requirements set forth in Sections 5 and 6 of this Article at which time the quorum requirement shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

9. Uniform Rate of Assessment. Annual and Special Assessments shall be fixed at a uniform rate for all Lots upon which construction of a Living Unit has been commenced and shall be fixed at a different uniform rate for all Lots upon which such construction has not been commenced. The uniform rate for Lots upon which construction of a Living Unit has not been

commenced shall equal two-thirds (2/3rds) of the uniform rate set for Lots upon which such construction has been commenced.

10. Assessment Due Dates. The Association assesses annually based on its fiscal year which runs August to July. Assessments are due thirty (30) days from the date of the invoice.

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11. Certificate Regarding Payment. Upon the request of any Owner, prospective purchaser, or encumbrancer of a Lot, the Association shall issue a certificate stating whether or not all Assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons (other than the Owner of the Lot concerned) who in good faith and for value rely thereon.

12. Effect of Nonpayment—Remedies. Regardless of the terms of any agreement to the contrary, the liability of the Owners of a Lot for the payment of any Assessment relating to such Lot shall be joint and several, and any remedy for the collection of such Assessment may be enforced against any or all Owners of the Lot concerned: provided, however, that the personal obligation of an Owner to pay Assessments shall not pass to his or her successor in title unless assumed by them. If any Assessment is not paid within thirty (30) days after the date of the invoice, the amount thereof shall bear interest from the date of delinquency at the Utah Courts' post-judgment interest rate. The Association may bring an action either against any or all Owners who are personally liable therefor or to foreclose on the lien against the Lot; provided, however, that the Association shall give the Owner(s) concerned twenty (20) days advance written notice of its intent to pursue one or more of its remedies hereunder. Any relief obtained by the Association (whether or not through judicial action) shall include an award of reasonable attorney's fees, court costs, and each and every other expense incurred by the Association in enforcing its rights. After institution of a foreclosure action by the Association against any Lot, the Association shall, without regard to the value of such Lot or the extent of the Owners' equity therein, be entitled to collect any income or rent which may be produced by such Lot.

13. Other Collection Remedies.

(a) Lien. All Assessments delinquent 90 (ninety) days or greater shall be recorded as a continuing lien the Lot against which the Assessment is made in accordance with the terms and provisions of this Article and shall be construed as a real covenant running with the land. If an Assessment is payable in installments, the lien is for the amount of each installment as such becomes due and this provision shall be deemed a notice of Assessment.

(b) Enforcement of Lien. The Association may enforce the lien for any Assessment, including Annual, Special, Individual or otherwise, pursuant to the provisions of this Declaration. The lien is imposed upon the Lot against which the Assessment is made. The lien is established and may be enforced for damages, interest, costs of collection, late charges permitted by law, and attorneys' fees provided for in this Declaration (whether or not a legal proceeding is initiated) or by law or awarded by a court for breach of any provisions of the Governing

Documents. The lien may be foreclosed judicially consistent with the laws of the State of Utah and consistent with the Act. The Association, through duly authorized agent, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Upon completion of the foreclosure sale, an action may be brought by the Association or the purchaser at the sale in order to secure occupancy of the defaulting Owner's Lot, and the defaulting Owner shall be required to pay the reasonable rental value of such Lot during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental value without regard to the value of the security.

(c) Subordination of Lien to Mortgages. The lien of the Assessments provided for in this Article shall be subordinate to the lien of any first mortgages or deeds of trust now or hereafter placed upon the Lot subject to Assessment, except as follows: the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any Assessments thereafter becoming due, or from the lien of any future Assessment, nor shall it relieve any personal obligation arising under Section 6.15 or elsewhere.

(d) Alternative Dispute Resolution. In the event of a dispute regarding assessments, Owners and Association shall have the rights to Alternative Dispute Resolution as outlined in Article XII, Section 10 herein.

13. Required Security Deposit. Any Owner who proposes to construct or constructs a home on such Lot shall be required to submit a security deposit in a reasonable amount to be established by the Board. The security deposit is to ensure that Common Areas, including roads, that are, or may be damaged, in connection with or as a result of said construction activities will be fully repaired or restored upon completion of construction. The Board shall have the authority to establish the total amount of the security deposit and the portion that shall be non-refundable. The Board may periodically review and/or change the amounts. Such security deposit and non-refundable amounts shall be published on the Association's website. Upon completion of construction and inspection of affected Common Areas, the Board will determine the extent to which any additional refundable portions of the security deposit may be retained. The non-refundable portion shall be used to accomplish repairs or restorations to the Common Areas required as a result of the construction. In the event that any amounts due the Association remain unpaid, the Association may collect the unpaid security deposit in the same manner as unpaid Assessments pursuant to Article V of the Declaration.

14. Personal Obligation and Costs of Collection. Assessments, together with interest and late charges, costs and reasonable attorneys' fees incurred or expended in the collection efforts (whether or not a lawsuit is initiated), shall be the personal obligation of any Lot Owner at

the time when the Assessment became due. Regardless of the terms of any agreement to the contrary, the liability of the Lot Owners for the payment of such amounts shall be joint and several. Any remedy for the collection of such amounts may be enforced against any or all Lot Owners. In a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for his or her share of the unpaid Assessments up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee.

15. Duty to Pay Independent. Assessments shall not be reduced or abated because of any alleged failure of the Association or Board to take some required action or perform some required function under this Declaration or the Bylaws, or as a result of any inconvenience or discomfort arising from repairs or improvements which are the Association's responsibility, or from any action taken to comply with any law, ordinance, order or directive of any municipal or other governmental authority. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner.

16. Statement of Unpaid Assessment & Payoff Information. The Association shall, upon demand at any time, furnish to any Owner liable for Assessments a certificate in writing signed by an Officer of the Association setting forth whether Assessments have been paid. The certificate shall be conclusive evidence of payment of any Assessment therein stated as having been paid.

17. Reserve Funds.

(a) The Association shall establish and maintain a reserve fund for repairs and replacement of the Common Areas and areas of Association responsibility hereunder, for any emergency, unforeseen, unusual, or unanticipated expenditures, and for any other purpose determined by the Board. The Board shall allocate and pay to the reserve fund an amount designated by the Board in its sole discretion and best business judgment, or an amount in the manner as may be required by the Act, which may be amended from time to time. The fund shall be conclusively deemed to be a Common Expense of the Association and may be deposited with any banking institution insured by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations fully guaranteed as to principal by the United States of America.

(b) The Board's reasonable determination with respect to the amount of the reserve fund contribution shall be conclusively deemed appropriate absent intentional misconduct or gross mismanagement of Association funds. Except in such instances, individual Board members shall not be held liable for any potential or alleged under funding of the reserve account.

(c) A reserve analysis shall be conducted every six (6) years and the analysis shall be updated every three (3) years unless another requirement is imposed by the Act, as may be amended from time to time.

(d) When preparing and adopting its annual budget, the Association's budget shall show a line item of the reserve fund contribution for any given year or budget period.

VI. OPERATION AND MAINTENANCE

1. Maintenance by Owners and Sewage Disposal and Related Costs. Each Lot and Living Unit shall be maintained by the Owners thereof in a clean and orderly condition and in such condition as does not distract from the appearance of the Property and does not affect adversely the value or use of any other Lot, Living Unit, or the Common Areas. The Association shall have no obligation regarding maintenance or care which is required to be accomplished by the Owners. Each Lot Owner, and not the Association, shall be responsible to pay for utility services including, without limitation, both hookup and charged, billed, and/or metered to his or her Lot by governmental or quasi-governmental authorities or by public or private utility companies.

2. Operation and Maintenance by Association. The Association shall provide for such maintenance and operation of the Common Areas (including, without limitation, utility lines and facilities owned or used by the Association) as reasonably necessary in conjunction with the Lots and Living Units to keep them clean, functional, attractive, and generally in good condition and repair. Included in such obligation to maintain and operate the Common Areas are the obligations to provide-security and snow removal services; to maintain street and other signs and lights; and to provide revegetation of the Common Areas. In recognition of the flood control requirements of Salt Lake County, the Association shall maintain all storm water runoff and drainage structures and facilities located in the Project, including all manmade retention ponds, swales, swale flairs, bridges, pipes, check drains, spillways, culverts, and grouted riprap inlets and outlets. Said maintenance shall include all means necessary to prevent said areas and structures from holding or controlling less storm water runoff than the quantity for which they were designed. Nothing herein shall be construed as a waiver of any right of the Association to obtain contribution and/or reimbursement from any third-party benefiting from the Association's maintenance of the Private Street shown on Sheet 3 of the Plat.

3. Professional Management. Unless approval for self-management is obtained pursuant to Article XII, Section 5, paragraph (b) subparagraph (xiv) hereof, the Association shall carry out through a management agreement with a professional manager those of its functions which are properly the subject of delegation. The professional manager shall be an independent contractor and not an agent or employee of the Association. The manager shall be authorized to act on behalf of the Association, unless restricted by the Board.

4. Association Access to Lots. Upon the reasonable belief that a hazardous condition/emergency (immediate risk of damage or loss to property or life), or violation of this Declarations, the Bylaws or rules of the Association exists upon a Lot, the Association, by and through the Board or its agent, shall have an irrevocable right to access each Lot and make emergency repairs and do other work reasonable necessary or useful for the property maintenance or operation of the Project.

5. Utah HOA Registry. The Association shall register with the Utah Department of Commerce in the manner established by the department and in compliance with the Act (the "Homeowner Associations Registry"), by providing (1) the name and address of the Association, (2) the name, address, telephone number and email address of the president of the Association, (3) the name and address of other Board members, and (4) the name, address, telephone number and email address of the primary contact person responsible for communicating payoff information that a closing agent needs in connection with the closing of an Owner's financing, refinancing, or sale of the Owner's Lot. The Association shall update information with the Registry within ninety (90) days after a change in any of the information.

VII. USE AND BUILDING RESTRICTIONS

1. Use of Common Areas, Open Space Area and Stream Protection Zone. The Common Areas shall be used only in a manner consistent with the provisions of this Declaration. No automobile or other vehicle shall be parked at any location within the Project which impairs vehicular or pedestrian access within the Project or to and from its various parts. All portions of the Open Space Areas shall be and remain undisturbed Open Space with no building or structure constructed thereon without the prior written approval of Salt Lake County and the Association. The Open Space Areas may be used only for fishing, hiking, jogging, picnicking and other outdoor recreational uses consistent with the undisturbed natural state of the Open Space Area. The Stream Protection Zone may be used for fishing, hiking, and jogging only, and for no other purposes. Camping is not permitted at any time within any of the Common Areas.

2. Use of Lots and Living Units. All Lots and Living Units are restricted to use as single-family residential housing; provided, however, that a portion of a Living Unit can be used to conduct a business or profession if such a home-based business does not cause odors or noises, need additional or special lighting or fixtures, and does not noticeably increase pedestrian or vehicular traffic. Under no circumstances shall a Living Unit be used for other than a single-family residence. No Lot or Living Unit shall be used, occupied, or altered in violation of law, so as to detract from the appearance or value of any other Lot, Living Unit or the Common Areas, so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering the Common Areas.

3. Animals. No animals other than household pets shall be kept or allowed on any Lot or within any part of the Common Areas. No animals of any kind shall be raised, bred or

kept for any commercial purpose. A permitted animal must be contained on an Owner's Lot whether by fence, direct supervision, e-collar, leash, or other appropriate means. Whenever a permitted animal is allowed to leave a Lot, it shall be on a leash or in a cage. The Association may designate certain trails as "off leash". Rules regulating "off leash" trails may be adopted by the Association with notice to Owners. "Off leash" trails shall be clearly identified by signs indicating the specific boundaries and rules for their use. Owners are liable for all actions of their animals and are responsible for any inconvenience or damage caused by such pets. Permitted animals shall not cause any noise or nuisance that is deemed a violation of Salt Lake County Code by the local Animal Control authority. Owners shall be responsible for removal of wastes of their animals. Owners shall comply with Salt Lake County ordinances regarding the number of animals permitted on individual lots and any other applicable laws. The Association may assess monetary damages caused by any animals to the Common Areas, including but not limited to Association roads and trails.

4. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render any part of the Property unsanitary or unsightly or which would be offensive or detrimental to any other part of the Property or to the occupants thereof. No noise or other nuisance shall be permitted to exist or operate upon any part of the Property so as to be offensive or detrimental to any other part of the Property or the occupants thereof. In addition, Owners shall be compliant with all Salt Lake County ordinances related to the subject of this provision. Association guidelines further specify that garbage and recycling bins must be brought in within 12 hours of scheduled pickup.

5. Trespassing. Trespassing on the Property is prohibited. Owners should avoid confrontation with trespassers but may, purely of the Owner's own volition, document any trespassing activity with times, dates and other details, including photographs, and submit such documentation to the Board or property manager. The Association is not responsible for any actions taken by any Owner relating to a trespasser. The Board or property manager may, and is authorized to, pursue trespassing allegations with the local or state authorities to the best of its abilities.

6. Vehicle Stickers. All Owners' vehicles shall display a current Association-issued vehicle sticker at all times when on the Property.

7. Unsightly Articles. No unsightly articles shall be permitted to remain on a Lot so as to be visible from any other Lot or the Common Areas. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately Screened from View. No metals, bulk materials or scrap, or refuse or trash shall be kept, stored or allowed to accumulate on any Lot except within an enclosed structure or appropriately Screened from View.

8. Signs. “For Sale”, “For Lease” or residential identification signs are permitted but cannot be larger than two (2) feet by one and one-half (1 ½) feet. No sign of any other kind is permitted without the approval of the ARC.

9. No Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property which are or might be unsafe. No firearms shall be discharged upon the Property. No outdoor open fires shall be permitted on the Property. Open fires mean open burning of combustible material such as, but not limited to, wood, leaves or brush. Propane and gas fires shall only be permitted in a contained apparatus such as barbecue unit, pizza oven, outdoor heater, or other similar apparatus while attended or within a safe-exterior fireplace/firepit. Permitted uses may be suspended due to drought conditions, high winds, or order from civil or forest service authorities.

10. Vehicles in Disrepair. No Owner shall permit any vehicle that is in an extreme state of disrepair to be abandoned or to remain parked upon any part of the Property unless such vehicle is within a garage or appropriately Screened from View. A vehicle shall be deemed in an extreme state of disrepair as the Association reasonably determines.

An Owner shall remove a vehicle deemed to be in an extreme state of disrepair within seventy-two (72) hours after the date and time on which written notice is securely placed on such vehicle or delivered to the responsible Owner. The Association may have such vehicle removed (towed) from the Property. An amount equal to the higher of the following shall be paid to the Association by the Owner: (1) the actual expense of removal and storage incurred by the Association plus an administrative fee to be determined by the Board, or (2) \$100 or such other amount determined by the Board.

11. Vehicle Use in Common Areas. All vehicles, including motorcycles, trail bikes, ATVs, automobiles, and two or four-wheel drive recreational type vehicles are to be operated within the Project in accordance with state and Association traffic laws, and only on established streets and parking areas, and are specifically prohibited from all other portions of the Common Areas. Operation of any vehicle within the Project by an operator who is not appropriately licensed is prohibited.

12. Parking of Recreation Vehicles. Boats, trailers, campers, motor homes, RVs and like vehicles, shall be parked only within the Lot of the Owner concerned. When parked within a Lot, such vehicles shall be parked for no more than 96 hours in any 30-day period unless they are kept in an enclosed structure or appropriately Screened from View. Such structure or screening shall require the pre-approval of the ARC pursuant to this Declaration.

13. Noxious Weed Control. The Board may adopt a noxious weed control policy for the Property to help mitigate the proliferation of noxious weeds as identified on the Salt Lake County and/or State of Utah Noxious Weed List. Owners are responsible for management of noxious weed species on their properties. The Board may remind owners of their responsibilities

periodically by means of newsletters, email and other communications. If noxious weeds are found on Lots, the Board may inform Owners of their responsibilities. The Board may organize community resources to assist Owners to effectively control noxious weeds on their lots. Fines may be assessed to Owners who fail to manage noxious weeds on their Lots in accordance with the Noxious Weed Control policy adopted by the Board. Any fine so assessed shall comply with the Association's fining policy and the Community Association Act of Utah.

14. Temporary and Other Structures. Structures of a temporary nature, trailers, mobile homes, modular homes, prefabricated housing, tents, or shacks shall not be used at any time as a residence either temporarily or permanently, nor shall said structures be permitted on the Property at any time. No old or secondhand structures shall be moved onto any Lot. All Living Units and other buildings erected on Lots or within the Property shall be new, permanent, and of on-site construction comprised of good quality workmanship and materials.

15. Drainage. No Owner may interfere with the established drainage pattern over any part of the Project unless adequate provision is made for property drainage and is approved in advance by the ARC. Established drainage shall mean and refer to the drainage which exists at the time overall grading and development of the Project was completed, shown on any plans or approved by the ARC.

16. Chimneys. All wood or coal burning chimneys must be equipped with appropriate spark screens as approved by the ARC.

17. Native Trees. Native trees and timber shall not be removed from any Lot except as may be deemed necessary for new construction, remodeling, fence/solar installation, landscaping or for fire mitigation purposes provided that an application is submitted to and approved by the ARC. The removal of native trees may be subject to the County Foothills and Canyon Overlay Zone (FCOZ) ordinance.

18. Storage Tanks and Utility Lines. All fuel tanks, water tanks, or similar storage facilities shall either be constructed as an integral part of a Living Unit or shall be installed or constructed underground. All utility services including but not limited to phone lines, power lines and water and sewer lines shall be located underground.

19. Subdividing and Consolidation of Lots. No Lot or Common Areas may be further subdivided. Upon the approval of the ARC, Lots may be combined with adjacent Lots; however, the Assessment shall be equal to the Assessment for the number of Lots combined and the Owner shall retain only one vote for such consolidated Lots.

20. Increase in Insurance Cost. Nothing shall be done or kept within or upon the Property which will increase the cost of insurance to the Association or to other Owners. No Owner shall permit anything to be done or kept within his or her Lot or Common Areas which will result in cancellation of insurance on any Lot or the Common Areas.

21. Association Rules and Regulations. In addition to the restrictions and requirements above, the Board may by resolution, adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of the Lots and Common Areas as it may deem necessary or appropriate to fulfill the purposes of this Declaration and the Bylaws. Reasonable fines may be levied and collected for violations of rules, regulations, and restrictions contained in this Declaration. A schedule of fines shall be adopted by the Board specifying the amounts of any such fines, and any other provisions or procedures related to the levying of such fines and shall be posted on the Association's website.

VIII. ARCHITECTURAL REVIEW

1. Architectural Review Committee ("ARC"). The Board shall appoint an ARC, consisting of three individuals, including at least one architect licensed in the state of Utah. The ARC (with Board oversight) has the responsibility and authority to ensure that all Living Units and other Improvements within the Lots harmonize with existing surroundings and structures. The ARC shall review all applications for construction, modification or improvement of any Lot. The Board may temporarily act as the ARC only in the event that the Board is unsuccessful in appointing the ARC members as outlined in this section.

2. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the ARC shall use its best judgment to help ensure that all Improvements and construction on Lots within the Property conform to and harmonize with existing surroundings and structures and comply with the requirements of this Article VIII.

3. Submission to ARC. Prior to construction of any Living Unit, addition to a Living Unit, any structure or building, fence or accessory, and prior to performing any Improvements upon the same, or grading or removal of natural vegetation on a Lot, the Owner shall submit and receive approval of an application to the ARC. The application must include plans and specifications showing the nature, kind, shape, height, materials and location of the same and is subject to the ARC Fees and Guidelines Schedule. Application approval shall be in writing and is at the discretion of the ARC (subject to a final decision rendered by the Board pursuant to an appeal of an ARC decision).

4. Approval Procedure. Any plans and specifications submitted to the ARC shall be approved or disapproved in writing within thirty (30) days after compliance with the requirements of paragraph (a) through (e) of this Section or an additional thirty (30) days after approval by all appropriate governmental and quasi-governmental authorities, if such is required. In the event the ARC fails to take any action within such period it shall be deemed to have approved the application submitted. Approval is conditioned upon compliance with the following procedures:

(a) The Owner signing a notice indicating that he or she has read and understood this Declaration.

(b) The Owner depositing with the ARC a refundable security deposit, as set forth in the ARC Fee Schedule, to ensure compliance with the provisions of this Declaration. The deposit shall be refundable, with the exception that any actual costs incurred by the ARC to review and approve the plans shall not be refundable.

(c) The Owner submitting a site layout plan showing: (1) the proposed Living Unit or other structure or building as it will be situated on a Lot; (2) the extent of all cutting, filling, grading, and other excavation proposed in conjunction with construction of the Living Unit and the landscaping of the Lot; (3) the pre-construction and post-construction slope of each portion of the Lot and of the driveway serving the proposed Living Unit; (4) a drainage plan for disposition of storm water runoff from the Lot; (5) the relationship of the basement, above-ground floors, and roof to the original and finished grades of the particular Lot; (6) the location of any septic tank and drain field designed to serve the proposed Living Unit; (7) the location and type of all natural vegetation on the Lot and a landscaping and revegetation plan for the areas to be disturbed during construction and landscaping; (8) the location and design of any proposed fence on the Lot; and (9) a soil analysis by a qualified soils engineer verifying that the footings and foundations of the proposed Living Unit or other structure or building as it will be situated on the lot and the location of and specifications for the septic tank and drain field designed to serve the proposed Living Unit comply with all applicable laws, rules, regulations and governmental standards and will accomplish the purposes for which they are designed.

(d) The Owner submitting a complete set of architectural plans, including (without limitation):

(1) A cross section of the proposed walls of the home indicating type of support, insulation, and exterior finish.

(2) One complete set of all exterior colors in the form of samples or color chips, with detailed information as to the location of the color, including brick, stone and wood siding, roofing materials, etc.

(e) Any subsequent changes, improvements, or alterations in such plans must be submitted to the ARC for written approval.

5. Living Unit Size. The ground floor area of Living Units, exclusive of open porches and garages, shall not be less than two thousand (2,000) square feet for a one-story Living Unit or less than one thousand five hundred (1,500) square feet for a Living Unit of more than (1) one-story. With split entry or bi-level configured Living Units, the ground floor shall be defined as only two (2) levels and not all multiple levels combined. The ARC may allow smaller plans if substantially changed circumstances justify it. Each Lot containing a Living Unit shall

also contain an attached or detached garage large enough to accommodate no fewer than two (2) and no more than four (4) separate 8 ½ foot by 20-foot parking spaces, using a garage door configuration approved by the ARC. No more than three (3) garage doors (total width not to exceed 32 feet) shall be visible from the road. A detached building used for a garage may contain additional living quarters. Upon application to the ARC, exceptions may be granted but will be reviewed on a case-by-case basis and shall not be considered to set a precedent

6. Building Height. No Lot shall have a building or structure which exceeds a height of thirty-five (35) feet above the final grade at any cross section of the building or structure concerned. Height shall be measured from the lowest exposed grade that meets the building to the top of the highest point of any roof element including towers, cupolas, etc., but excluding standard functional chimneys.

7. Building Location. The following minimum yard requirements and other restrictions shall apply to all Living Units and accessory buildings.

(a) Front Yard. No building shall be located on any Lot nearer than fifty-five (55) feet to the front Lot line (which is the center of the Private Street situated on the front of the Lot).

(b) Side Yard. No building shall be located on any Lot closer than ten (10) feet on one side of a Lot line and fifteen (15) feet on the other side, except that no building on a corner Lot shall be located closer than twenty (20) feet to the Private Street on the side of such Lot.

(c) Rear Yard. No building shall be located on any Lot nearer than thirty (30) feet to the rear Lot line, except that such setback may be reduced by the ARC (if approved by the County, if applicable) if the rear yard borders Common Area or open space of any kind.

(d) Open Space. No building shall be located on any Lot nearer than twenty (20) feet to any portion of the Common Areas.

(e) Slope. No Building shall be located on any portion of a Lot exceeding thirty percent (30%) slope unless such location is approved both by all appropriate governmental and quasi-governmental bodies having jurisdiction over such matter and by the ARC.

(f) Natural Vegetation. All buildings, and wildfire defensible spaces, as deemed appropriate by the ARC or fire authority, shall be located to reasonably preserve a significant portion of existing trees and scrub oak.

The ARC shall have the discretionary right to change or eliminate the front yard, side yard, rear yard, and open space setback requirements, the height requirements and the slope

requirement for the purpose of enhancing a view, preventing the removal of trees, or otherwise substantially enhancing the location of Improvements on a Lot.

8. Living Unit Design and Construction. To promote a harmonious community development and protect the character of the Project, Owners shall comply with the following design and construction guidelines:

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(a) Time of Construction. Construction of a Living Unit shall be completed within one (1) year of the time such construction is commenced, unless an application for an extension is submitted to and approved by the ARC.

(b) Styles. Living Unit styles, designs, alterations or additions will conform to standards determined by the ARC.

(c) Exterior Walls. Exterior construction materials will be limited to stone or stone veneer, cement, stucco, steel, copper, brick, or brick veneer, rough sawn or re-sawn wood siding or logs that have been treated with a fire retardant, and shall be in earth tones indigenous to the area. Building exterior wall materials must have a combination of at least two but not more than four material types. Upon application to the ARC, exceptions may be granted but will be reviewed on a case-by-case basis and shall not be considered to set a precedent.

(d) Roofs. All Living Unit roofs shall be of a fire-resistant, tiled, standing seam metal or asphalt shingle construction, unless the ARC specifically authorized otherwise in writing. No roof shall have a pitch of more than eight feet in twelve feet.

(e) Related Improvements. Location of all storage, utility, or accessory buildings shall be to the rear of the Living Unit on the Lot concerned.

(f) Antennas/Dishes. Satellite antennas, such as Direct Broadcast Satellite (“DBS”) antennas (dishes) one meter in diameter or less and designed to receive direct broadcast satellite service, including direct-to-home satellite service, or receive or transmit fixed wireless signals via satellite, may be installed only to the extent and in locations allowed by the ARC and local, state or federal law. Other antenna including antennas for internet, television and radio reception may also be installed only to the extent and in locations allowed by the ARC and in compliance with all applicable local, state, or federal law including Over the Air Reception Device Rules. “Antenna” as used herein includes satellite dish antennas.

(g) Lighting. Any outdoor lighting shall be arranged to reflect light away from adjacent Lots and away from the vision of passing motorists, shall be low intensity, and shall conform with Salt Lake County Ordinance 1808, commonly known as FCOZ, Chapter 19.72.170, Table 19.72.1, Section X and as it may be amended hereafter.

(h) Landscaping. Each Lot shall be fully landscaped, within one (1) year from occupancy of the Living Unit on the Lot in conformance with a plan submitted to and approved by the ARC. Landscaping means the improvement of the aesthetic appearance of the Lot by changing its contours, adding enhancements or planting trees and shrubs. The determination of whether a Lot is fully landscaped shall rest within the reasonable discretion of the ARC. If an irrigation system is installed, it is recommended that the irrigation system include the complete perimeter of the Living Unit for fire mitigation purposes. The disturbed area shall be revegetated to a natural state or landscaped and appropriately maintained consistent with this Declaration.

9. Window Covering. No aluminum foil, newspapers, or any other similar materials may be used to cover the windows in a Living Unit or other structure.

10. Fences. All fences within the Project shall comply with the following requirements (in addition to all County requirements). However, any existing fence at the time this Declaration is recorded is hereby grandfathered until the fence is replaced or revised. At such time, the Owner must seek ARC approval, and the fence must comply with these provisions.

(a) Materials and Height.

(i) Outside FCOZ-designated Limits of Disturbance ("LOD"): fences outside of the FCOZ-designated LOD on a Lot cannot exceed 42" in height and must comply with the ARC-approved standard of a wooden split-rail style with optional painted or unpainted wire mesh which shall not be visible from a distance. No fence of vinyl, t-post, chain link, slump block, concrete block, unpainted wire, stone or brick shall be allowed.

(ii) Within FCOZ-designated Limits of Disturbance: fences within the FCOZ-designated LOD on a Lot cannot exceed 72" in height and may not be of solid or opaque construction. The ARC will work with each Owner to approve a fence design which will be in harmony with existing structures on the Lot, or on neighboring Lots, and with the surrounding landscape. The ARC may specify a standard style and color of fencing. No fence of vinyl, t-post, chain link, slump block, concrete block, unpainted wire, stone or brick shall be allowed.

(b) Temporary Seasonal Fences. To protect seasonal vegetation, plantings and other landscape features inside the FCOZ-designated LOD on a Lot, the Board may adopt a policy with respect to the temporary installation, size, height, color and materials of seasonal fences. At no time shall any such temporary seasonal fence be permitted to become permanent.

11. Grandfathering in General. Existing ARC violations at the date this Amended Declaration shall be hereby grandfathered until the Improvement which is in violation is replaced, reconstructed, or materially altered, at which time ARC approval is required.

12. No Liability for Damages. The ARC shall not be held liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this Article VIII.

13. County Approval. Salt Lake County must approve in writing or grant a permit, prior to construction or improvement of a Living Unit, grading or removal of natural vegetation, or change in natural or approved drainage pattern on a Lot, based on the plans described in this Article VIII, Section 4, Paragraphs (c) and (d) and such other information as the County may reasonably require. In granting such permit or approval the County may apply any of the standards of this Article VIII (including the standards set forth in any supplement to this Declaration in accordance with Section 10 of this Article VIII) that it determines have public significance. The granting of a permit or approval by the County shall not bind or otherwise affect the power of the ARC to refuse or approve plans or application.

ARTICLE IX - COMPLIANCE AND ENFORCEMENT

1. Compliance. Each Owner, tenant or occupant of a Lot shall comply with the provisions of this Declaration, the Bylaws and the rules and regulations adopted pursuant thereto and any applicable statute. Failure to comply therewith shall be grounds for levying a fine or commencing an action or suit by the Association or an aggrieved Owner.

2. Remedies. Violation of any provisions of the Governing Documents, or of any decision of the Association made pursuant to such documents, shall give the Board the right, but not the obligation, in addition to any other rights set forth in this Declaration or the Bylaws, or under law, to do any or all of the following after giving notice:

(a) To enjoin, abate, or remedy by appropriate legal proceeding, any violation, structure, thing or condition that exists contrary to the Governing Documents;

(b) To levy fines, for a violation of any specific and express rule, regulation, covenant, restriction, or term of any Governing Document of the Association (a "violation"), and any subsequent occurrence of such violation, shall be subject to a fine in the amount determined by the Board, and as set forth in a schedule of fines. A subsequent occurrence of the same violation occurring within 12 months of a prior occurrence is and shall be deemed the same violation for all purposes and each such subsequent occurrence shall be subject to an immediate fine without further warning or notice. Fines and fining procedures shall comply with Utah Code Annotated 57-8a-208 and as it may be amended hereafter;

(c) To suspend the voting rights of an Owner for as long as the violation continues;

(d) Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration, the Bylaws and any rules or regulations adopted

pursuant thereto. The Association shall be entitled to an award of its actual attorney fees and costs in any action taken for the purpose of enforcing or otherwise implementing the terms of the Governing Documents, or for any action taken pursuant to the Governing Documents, if it prevails in such action, regardless of who instituted the action; or

(e) To record with the County Recorder, a notice of any lien(s) that exists and thereby providing notice to prospective purchasers and all others of the violation and of the requirement that the violation shall be remedied between the prospective Owner and seller.

(f) If a dispute arises between any Owner(s) and the Board under the provisions of this Declaration, either party may request Alternative Dispute Resolution as provided in Article XII Section 10 herein.

3. Action by Owners. Subject to any limitation imposed under the Governing Documents or Utah law, an aggrieved Owner may bring an action against such other Owner or the Association to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings. The Owner shall be entitled to an award of its actual attorney fees and costs in any action taken for the purpose of enforcing or otherwise implementing the terms of the Governing Documents, or for any action taken pursuant to the Governing Documents, if it prevails in such action.

4. Injunctive Relief. Nothing in this section shall prevent an Owner, the Association, or other interested party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

5. Purchase Subject to Violations. It is the seller's responsibility to disclose any violations of the Governing Documents which may exist concerning a Lot, whether or not the Association knew of the violations at the time of sale. Such sellers and buyers shall be liable jointly and severally for correcting said violations upon demand by the Association.

X. ASSOCIATION INSURANCE

1. Property Insurance. The Association shall at all times maintain in force, and pay the premiums for, property insurance meeting the following requirements.

(i) A policy of property insurance shall be maintained covering all of the Common Areas and Facilities (except land, foundation, excavation, and other items normally excluded from coverage) including fixtures and building service equipment, to the extent they are part of the Common Areas, as well as common personal property and supplies owned by the Association. At a minimum, such policy shall afford protection against loss or damage by fire, by other perils normally covered by the standard extended coverage endorsement, and by all other perils which are customarily covered with respect to projects similar to the Project in construction, location, and use. Including (without limitation all perils normally covered by the standard "all risk" endorsement, where such

endorsement is available. Such policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of the Common Areas of the Project covered by such policy, exclusive of land, foundations, excavation, and other items normally excluded from coverage. Such policy shall contain a maximum deductible amount of Ten Thousand Dollars (\$10,000.00). Funds to cover the deductible amount shall be included in the reserve fund required to be maintained by the Association pursuant to Section 2 of Article V of this Declaration.

(ii) If the Project is or comes to be situated in a Special Flood Hazard Area that has federally-mandated flood insurance purchase requirements, a policy of flood insurance shall be maintained covering Common Areas, buildings, and any other common property covered by the required form of policy (hereinafter, "Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (1) the maximum insurance available under the appropriate National Flood Insurance program; or (2) one hundred percent (100%) of the insurable value of the Insurable Property. Such policy shall be in a form which meets the criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Administrator. Such policy shall contain a maximum deductible amount of Five Thousand Dollars (\$5,000.00) or one percent (1%) of the policy face amount whichever is less. Funds to cover the deductible amount shall be included in the reserve fund required to be maintained by the Association pursuant to Section 2 of the Article V of this Declaration. Such policy shall not be required if either the Insurable Property is not in the Special Flood Hazard Area, even though part of the Project may be in said Area, or the Federal Emergency Management Agency issues a letter stating that its maps have been amended so that the Insurable Property is no longer in a Special Flood Hazard Area. Further, such policy may be discontinued if the Insurable Property is no longer in a Special Flood Hazard Area.

(iii) The name of the insured under each policy required to be maintained by the foregoing items (i) and (ii) shall be set forth therein substantially as follows: "Emigration Oaks Property Owners Association, a Utah nonprofit corporation". Evidence of insurance shall be issued to each Owners and Mortgagee upon request.

(iv) Each policy required to be maintained by the foregoing items (i) and (ii), and (c) shall contain a provision providing that the policy may not canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

(v) Each policy required to be maintained by the foregoing items (i) and (ii), shall also contain or provide the following: (1) an "agreed Amount and Inflation Guard Endorsement," if available; and (2) "construction Code Endorsements" (such as a "Demolition Cost Endorsement," a "contingent Liability from Operation of Building Laws Endorsement" and an "Increased cost of Construction Endorsement"), if the Common Areas are subject to a construction code provision which would become operative upon Partial or Substantial Destruction and which would require changes to undamaged

portions of the building(s), thereby imposing significant costs in the event of such Destruction of the Common Areas by an insured peril.

2. Fidelity Bonds. The Association shall at all times maintain in force and pay the premiums for blanket fidelity bonds for all officers, directors, Members, and employees of the Association and for all other persons handling funds of or administered by the Association or who are otherwise responsible for the Association. Where the Association has delegated responsibility to a management agent, such bonds are required for the management agent's officers, directors, employees. The total amount of fidelity bond coverage required shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent at any given time during the term of each bond. In no event may the amount of such bonds be less than a sum equal to three (3) months' aggregate Assessments on all Lots plus reserve funds. The bonds required shall meet the following additional requirements: (1) the fidelity bonds shall name the Association as obligee (2) the bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions; (3) the premiums on all bonds required herein for the Association except for premiums on fidelity bonds maintained by a management agent for its officers, directors, employees, and agents shall be paid by the Association as a common expense; and (4) the bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least ten (10) days prior written notice to the Association.

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3. Liability Insurance. The Association shall maintain in force and pay the premium for a policy providing comprehensive general liability insurance coverage for all Common Areas and Facilities, public ways in the Project, if any, and commercial spaces owned by the Association, if any, whether or not such spaces are leased to some third party. The coverage limits under such policy shall be in amounts generally required by private institutional Mortgage investors for projects similar to the Project in construction, location, and use. Nevertheless, such coverage shall be for at least One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under such policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and death of persons in connection with the operation, maintenance, or use of the Common Areas and Facilities. Additional coverages under such policy shall include protection against such other risks as are customarily covered with respect to projects similar to the Project in construction location, and use, including but not limited to, host liquor liability, contractual and well-written contract insurance, employer's liability insurance if applicable, and comprehensive automobile liability insurance if applicable. Such policy shall, by its terms, provide for "severability of interest" or shall contain a specific endorsement to preclude the insurer's denial of Owner's claim because of negligent acts of the Association or any Member thereof, and shall provide that it may not be canceled or substantially modified, by any party, without at least ten (10) days prior written notice to the Association.

(a) Trustees and Officers (D & O) Insurance. The Association shall purchase and maintain insurance on behalf of any person who was or is a Board member or officer of the Association, and any other person the Association is required by law or contract to indemnify, against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the laws of the state of Utah, as the same may hereafter be amended or modified.

4. General Requirements Concerning Insurance. Each insurance policy maintained pursuant to the foregoing Sections 1, 2, and 3, shall be in accordance with and consistent with local and State of Utah insurance law and shall be written by an insurance carrier holding a rating in an amount the Board deems in the Association's best interest for similar kinds of communities and rated based on Best's Insurance Report Rankings or other equivalent ratings. Each insurer must be specifically licensed in the State of Utah. No such policy shall be maintained whereby: (1) the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (2) the policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled from collecting insurance proceeds. The provisions of this Section 4 and of the foregoing sections 1, 2 and 3 shall not be construed to limit the power of authority of the Association or any Owner to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association or such Owner may deem appropriate from time to time.

5. Lot Owner Insurance Responsibility. Each Lot Owner shall insure his or her Living Unit one hundred percent (100%) of the replacement value thereof. The Association has no obligation with respect to Lot Owner insurance obligations stated herein.

XI. DESTRUCTION OR CONDEMNATION OF COMMON AREAS

1. Definitions. The provisions of this Article shall apply with respect to the destruction or condemnation of all or any part of the Common Areas. As used in this Article, each of the following terms shall have the meaning indicated:

(a) Destruction. "Substantial Destruction" shall exist whenever, as a result of any damage or destruction to the Common Areas or any part thereof, the excess of Estimated Costs of Restoration over available funds is twenty-five percent (25%) or more of the estimated restored value. "Partial Destruction" shall mean any other damage or destruction to the Common Areas or any part thereof.

(b) Condemnation. "Substantial Condemnation" shall exist whenever a complete taking of the Common Areas or taking of part of the Common Areas has occurred under eminent domain or by grant or conveyance in lieu of condemnation, and the excess of the Estimated Costs of Restoration over available funds is twenty-five percent (25%) or more of the

estimated restored value. "Partial Condemnation" shall mean any other such taking by eminent domain or grant or conveyance in lieu thereof.

(c) Restoration. "Restoration" in the case of any damage or destruction, shall mean Restoration of the Common Areas in accordance with the Declaration, the Plat, and the current plans and specification for the Common Areas to a condition the same or substantially the same as the condition in which the Common Areas existed prior to the damage or destruction concerned. In the case of condemnation, "Restoration" shall mean Restoration of the remaining portion of the Common Areas to an attractive, sound, and desirable condition. Any "Restoration" not in accordance with the Declaration, the Plat, and the current plans and specifications for the Common Areas shall require the consent of at least fifty-one percent (51%) of Owners.

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(d) Restored Value. "Restored Value" shall mean the value of the Common Areas (excluding raw land value) after Restoration.

(e) Estimated Costs of Restoration. "Estimated Costs of Restoration" shall mean the estimated costs of restoration.

(f) Available Funds. "Available Funds" shall mean any proceeds of insurance, condemnation awards, payments in lieu of condemnation, and any uncommitted funds of the Association, including amounts contained in any reserve or contingency fund. Available Funds shall not include that portion of insurance proceeds legally required to be paid to any party other than the Association or that portion of any condemnation award or payment in lieu of condemnation payable to the Owner or Mortgagee of a Lot for the condemnation or taking of the Lot in which they are interested.

2. Determination by Board for Restoration. Upon the occurrence of any damage or destruction to the Common Areas or any part thereof, or upon a complete or partial taking of the Common Areas under eminent domain or by grant or conveyance in lieu thereof, the Board shall make a determination as to whether the excess of Estimated Costs of Restoration over available funds is twenty-five percent (25%) or more of the estimated Restored Value. In making such determination the Board may retain and rely upon one or more qualified appraisers or other professionals.

3. Restoration of Common Areas. Restoration of Common Areas shall be undertaken by the Association promptly without a vote of the Owners in the event of partial destruction or partial condemnation, and shall also be undertaken in the event of substantial destruction or substantial condemnation unless the failure to make Restoration is consented to by Members collectively holding at least sixty-seven percent (67%) of the total votes of the Association. Within thirty (30) days after the Board has determined that substantial destruction or substantial condemnation exists, the Association shall send to each Owner a written description of the destruction or condemnation involved, shall notice a meeting of the Members in accordance with the applicable provisions of this Declaration and Articles of Incorporation to

determine the preferences of the Members regarding Restoration. In the event insurance proceeds, condemnation awards, or payment in lieu of condemnation actually received by the Association exceed the actual cost of Restoration when Restoration is undertaken, the excess shall be divided into as many equal shares as there are Lots in the Project with one such share being paid and distributed to the Owners and each Lot. Payment to any Owner whose Lot is the subject of a Mortgage shall be made jointly to such Owner and the interested mortgagee, In the event that the actual cost of Restoration exceeds available funds, all of the Lots shall be equally assessed for the deficiency.

4. Lack of Restoration. Unless Restoration is accomplished in accordance with the foregoing Section 3, the Association shall take such action as is necessary to make the remaining Common Areas safe for the occupants and Owners of the Project and defray the costs thereof from any available funds. In the event, such funds are insufficient for such purposes, the Owners of all Lots shall be equally assessed for the deficiency. Any remaining available funds shall be divided into as many equal shares as there are Lots in the Project with one of such shares being paid and distributed to the Owners or each such Lot. Payment to an Owner whose Lot is the subject of the Mortgage shall be made jointly to such Owner and the interested Mortgagee.

5. Authority of Association to Represent Owners in Condemnation or to Restore. The Association shall represent all Owners and the Association in any condemnation proceeding or in negotiations, settlements, and agreements with the condemning authority for the acquisition of all or any part of the Common Areas and Facilities. The award in any condemnation proceeding, the proceeds of any settlement related thereto, and the proceeds of any insurance on the Common Areas shall be payable to the Association for the use and benefit of the Lot Owners and their Mortgagees as their interests may appear. The Association shall have and is hereby granted full power and authority to restore the Common Areas whenever Restoration is undertaken as provided herein. Such authority shall include the right and power to enter into any contracts, deeds, or other instruments which may be necessary or appropriate.

XII. MISCELLANEOUS

1. Enforcement. The Association or any Owner has a right or action against the Association or any Owner for failure by such person or entity to comply with any rules, regulations, agreements, instruments, supplements, amendments or determinations of this Declaration, the Plat or the Articles. Failure by the Association, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration or the Articles shall be deemed to have been properly furnished if mailed postage prepaid, e-mailed, or faxed to the person or entity which appears as the, Owner concerned, at the current mailing address, e-mail address, or fax number for such person or entity appearing in the applicable lists of the Association at the time of mailing. It is the responsibility

of the Owner to provide the Association with his or her current mailing address, phone number, e-mail address, and fax number.

3. Rules and Regulations. The Association shall have authority to promulgate and enforce such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to ensure that the Property is maintained and used in a manner consistent with the interests of the Owners.

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4. Unanimous Written Consent In Lieu of Vote. When authorization or approval of a transaction or matter requires a stated percent of affirmative votes, such requirement shall be satisfied, with or without a meeting, by obtaining unanimous written consent from every Owner entitled to cast a vote to such transaction or matter. The following additional provisions shall govern any application of this Section 4.

(a) All necessary consents must be obtained prior to the expiration of one hundred (100) days after the first consent is given by any Member.

(b) Any change in ownership of the Lot which occurs after consent has been obtained from the Member having an interest therein shall not be considered or taken into account for any purpose.

5. Amendment. Except as provided in and/or subject to the terms of items (a) through (c) below, a majority of Member votes shall be required and shall be sufficient to amend this Declaration, the Plat or the Articles. Votes may be cast by Members present in person, by proxy, or through electronic or telephonic means. Written notice setting forth the purpose of such meeting and the substance of the proposed amendment shall be sent to all Members at least ten (10) but not more than fifty (50) days prior to the meeting date. The quorum required at such meeting shall be as set forth in Section 5 of Article V of this Declaration. Any amendment so authorized shall be accomplished through recording of an instrument executed by the Association. In such instrument the Association shall certify that the vote required by this Section for amendment has occurred and that such approval has been obtained. The foregoing right of amendment shall, however, be subject to the following:

(a) The vote of at least sixty-seven percent (67%) of the total votes in the Association shall be required to approve any amendment which would terminate the legal status of the Projects as a Planned Unit Development.

(b) The vote of at least sixty-seven percent (67%) of the total votes in the Association shall be required to add to or amend any material provision of this Declaration, Plat or the Articles of Incorporation which establishes, provides for, governs, or regulates any of the following:

(i) voting;

- (ii) Assessments, Assessment Liens, or subordination of liens;
- (iii) reserves for maintenance, repair and replacement of the Common Areas and Facilities;
- (iv) insurance of fidelity bonds;
- (v) rights to use the Common Areas and Facilities;
- (vi) responsibility for maintenance and repair of the several portions of the Project;
- (vii) expansion or contraction of the Project or the addition, annexation, or withdrawal of property to or from the Project;
- (viii) the boundaries of any Lot;
- (ix) the interests in the Common Areas and Facilities or Limited Common Areas;
- (x) convertibility of Lots into Common Areas or of Common Areas into Lots;
- (xi) leasing of Lots;
- (xii) imposition of any rights of first refusal or similar restriction on the right of a Lot owner to sell, transfer, or otherwise convey his or her Lot;
- (xiii) any provisions which are for the express benefits or rights of Mortgagees;
and
- (xiv) the requirement that the Project be professionally managed rather than self-managed.

An addition or amendment shall not be considered material for purposes of this Paragraph (b) if it is for the purpose of correcting technical errors, or for clarification only.

6. Mortgagee Protection. The lien or claim against a Lot for unpaid Assessments or charges, including Special Assessments, levied by the Association pursuant to this Declaration shall be subordinate to any Mortgage recorded on or before the date such Assessments or charges become due.

Unpaid assessments or charges incurred prior to the sale or transfer of a Lot due to a foreclosure of the Mortgage shall be extinguished and may not be carried over to the purchaser

or transferee of the foreclosed property. However, any such unpaid Assessments so extinguished may be reallocated as a common expense of the Association. A purchaser or transferee of a foreclosed Lot shall be liable for any Assessments or charges which become due after taking ownership of the property by foreclosure, and the Lot shall be subject to a lien for any unpaid assessment or charges thereafter. Nothing contained herein shall be construed to extinguish a lien on lots sold or transferred voluntarily.

The Association shall make available to Lot Owners, lenders, holders, insurers, or guarantors of any Mortgage current copies of this Declaration, the Plat, the Articles, any rules concerning the Project, and the books, records, and financial statements of the Association. "Available," as used in this Paragraph, shall mean available for inspection upon request during normal business hours or under other reasonable circumstances.

All leases or rental agreements for Lots shall be in writing and specifically subject to the provisions, restrictions, and requirements of this Declaration, the Plat, and the Articles. No Lot or Living Unit may be leased or rented for a period of less than ninety (90) days. The Association shall not create or enforce any other restriction relating to the term of a lease or rental agreement of any Lot in the Project. An Owner renting his or her Living Unit shall notify the Board of the rental within fifteen (15) days of renting the Living Unit and shall provide the names and contact information of the occupants as well as the name and contact information of the property management company, if one is used.

7. Indemnification. The Association shall indemnify any person who is or was a Board member, officer or agent of the Association and who is made a party or threatened to be made a party in any litigation (other than an action by or in the right of the Association) against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such litigation. Such indemnification is provided if such person acted in good faith and in a manner he or she believed to be in and not opposed to the best interests of the Association. With respect to any criminal action or proceeding, such indemnification will be provided only the person has no reasonable cause to believe his or her conduct was unlawful. The termination of any litigation by an adverse judgment, order, or settlement or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she believed to be in and not opposed to the best interests of the Association. With regard to any criminal action or proceeding, a conviction or plea of "no contest" or its equivalent shall not, of itself, create a presumption that the person had reasonable cause to believe that his or her conduct was unlawful.

(a) The following provisions shall govern and apply to the right of indemnification set forth in this Section 7:

(i) Any person seeking indemnification from the Association as a result of being made a party to or being threatened to be made a party to any action, suit, or proceeding shall, within a reasonable time and before taking any significant or material action with respect to such action, suit, or proceeding, notify the Association in writing with respect thereto and provide to the

Association the opportunity to reasonably participate in such person's defense thereto and any settlement thereof. Failure to comply with the requirements of this paragraph shall bar any claim of such person for indemnification by the Association.

(ii) 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 this Section, or in defense of any claim, issue, or other matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred. Any other indemnification shall be made by the Association only upon a determination that indemnification is proper because that person met the applicable standard of conduct. Such determination shall be made either by the Board by an affirmative vote of at least a majority of the disinterested Board members. If there are no disinterested Board members, the indemnification determination shall be made by the affirmative vote of at least a majority of total Member votes at any meeting duly called for such purpose.

(iii) Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a determination by an affirmative vote of at least a majority of the disinterested Board members and upon receipt of a written assurance by or on behalf of the person to repay such amounts unless it is ultimately determined that the person is entitled to indemnification by the Association.

(iv) The indemnification provided for in this Section shall not be exclusive of any other rights to which those persons indemnified may be entitled. The indemnification authorized by this Section shall apply to all past, present and future Trustees and officers of the Association. Indemnification shall inure to the benefit of the heirs and personal representatives and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

8. Protection of Storm Water Retention Areas and Structures. Owners or Mortgagees shall not have the authority to change, by any vote, or by alienation, transfer, sale, or otherwise, the use of the areas and structures designed to control or retain storm water runoff unless the consent of the Flood Control Division of Salt Lake County has first been obtained in writing.

9. Right of Salt Lake County to Enforce this Declaration. Salt Lake County is hereby made a party to the covenants established by this Declaration for the sole purpose of protecting and preserving the use of the storm water retention areas and structures in the Project by enforcing the provisions of this Declaration related thereto. Said County shall not be a Member and shall have no vote.

10. Alternative Dispute Resolution (ADR). In the event a dispute arises under the provisions of this Declaration, ADR is the first and preferred method of dispute resolution. Either the Owner or Association (“Claimant”) may request that the dispute be resolved through ADR by giving written notice to the other party (“Respondent”) within 30 days of the event giving rise to the dispute by stating plainly and concisely:

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- (a) ADR Notice:
 - (i) The nature of the claim, including the persons involved and the party’s role in the claim;
 - (ii) The legal basis of the claim (*i.e.*, the specific authority on which the claim is based);
 - (iii) The Claimant’s proposed resolution or remedy; and
 - (iv) The Claimant’s desire to meet with the Respondent to discuss in good faith ways to resolve the claim.
- (b) Waiver of Right to ADR: Failure of the party requesting ADR to timely provide written notice as described above or of either party to cooperate in good faith with the ADR process shall be deemed a waiver of that party’s right to elect ADR as to the specific claim at issue.
- (c) Exempted Claims. This Section for Alternative Dispute Resolution does not apply to any alleged violation that may affect the life, health or safety of an Owner or the protection of the Common Areas.
- (d) Negotiation. The Claimant and Respondent shall make every reasonable effort to meet and confer in person for the purpose of resolving the claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the claim.
- (e) Mediation. If the parties have not resolved the claim through negotiation within thirty (30) days of the date of the notice described herein (or within such other period as the parties may agree upon), the Claimant shall have thirty (30) additional days to submit the claim to mediation with an entity designated by the Association (if the Association is not a party to the claim) or to an independent agency providing dispute resolution services in the Salt Lake County, Utah area.

If the Claimant does not submit the claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such claim.

If the parties do not settle the claim within thirty (30) days after submission of the matter to mediation or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date the mediation was terminated. The Claimant shall thereafter be entitled to file suit or initiate administrative proceedings on the claim, as appropriate.

Each party shall bear its own costs of the mediation, including attorney fees, and each party shall share equally all fees charged by the mediator.

- (f) Settlement. Any settlement of the claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file a suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the noncomplying party (or if more than one noncomplying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including without limitation attorney fees and court costs.

11. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, and shall be binding upon and inure to the benefit of the Association, parties who hereafter acquire an interest in a Lot or in the Common Areas, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot or Living Unit shall comply with, and all interests in Lots and in the Common Areas shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, amendments, and determinations in this Declaration. Any party who acquires an interest in a Lot consents and agrees to be bound by this Declaration.

12. Effective Date. This Declaration, any amendment or supplement hereto, and any amendment to the Plat shall take effect upon its being filed in the office of the County Recorder of Salt Lake County, Utah.

[signatures appear on the next page]

IN WITNESS WHEREOF, the Association has executed this Declaration this 7th day of August, 2018.

EMIGRATION OAKS PROPERTY OWNERS ASSOCIATION, INC. a Utah nonprofit corporation

Paul H Brown

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By:
Its President

STATE OF UTAH)
County of Salt Lake) ss:

On the 7th day of August, 2018, personally appeared before me Paul H Brown, who being by me duly sworn did that say that they are the President of the Association and that said instrument was signed and sealed in behalf of said Association by authority of its Board of Trustees; and acknowledged said instrument to be their voluntary act and deed.

Taylor Jolley
Notary Public for Utah

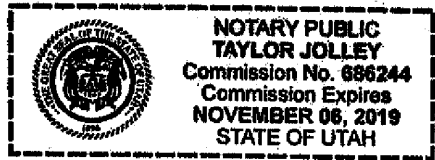


EXHIBIT A

(legal description)

All Lots and Common Areas of EMIGRATION OAKS PH 1A, 2A, 2B, 3, 5, 6, 6A PUD, and ESTATES AT EMIGRATION OAKS, EMIGRATION OAKS Ph 4 and 4A PUD, according to the official Plat thereof recorded with the office of the Salt Lake County Recorder, Utah and further identified as follows:

EMIGRATION OAKS PH 1A PUD – all lots and common areas including:

Parcel Number	Lot	Parcel Location
10321760010000	18	5375 E Pioneer Fork Rd.
10321760020000	19	5395 E Pioneer Fork Rd.
10321760030000	20	5415 E Pioneer Fork Rd.
10321760040000	21	5435 E Pioneer Fork Rd.
10321760050000	22	5455 E Pioneer Fork Rd.
10321760060000	23	5475 E Pioneer Fork Rd.
10321760070000	24	5495 E Pioneer Fork Rd.
10321760090000	25	5505 E Pioneer Fork Rd.
10321770010000	28	5470 E Pioneer Fork Rd.
10321770020000	27	5490 E Pioneer Fork Rd.
10321770030000	26	5510 E Pioneer Fork Rd.
10323010130000	AREA	165 N Pioneer Fork Rd.
10323010140000	40	5220 E Pioneer Fork Rd.
10323010150000	39	5250 E Pioneer Fork Rd.
10323010160000	38	5270 E Pioneer Fork Rd.
10323010170000	37	5290 E Pioneer Fork Rd.
10323030010000	3	381 N Middle Oak Ln.
10323030020000	2	363 N Middle Oak Ln.
10323030030000	1	349 N Middle Oak Ln.
10323030060000	6	346 N Middle Oak Ln.
10323030070000	4	394 N Middle Oak Ln.
10323030090000	4	364 N Middle Oak Ln.
10323030090000	5	364 N Middle Oak Ln.
10323040010000	12	350 N Middle Oak Ln.
10323040020000	13	342 N Middle Oak Ln.
10323040030000	14	336 N Middle Oak Ln.
10323050010000	7	345 N Middle Oak Ln.
10323050020000	11	325 N Middle Oak Ln.
10323050030000	8	5215 E Pioneer Fork Rd.
10323050040000	9	5235 E Pioneer Fork Rd.
10323050050000	10	5255 E Pioneer Fork Rd.
10323260020000	36	290 N Middle Oak Ln.
10323260030000	35	5330 E Pioneer Fork Rd.

10323260040000	34	5350 E Pioneer Fork Rd.
10323260050000	33	5370 E Pioneer Fork Rd.
10323260060000	32	5390 E Pioneer Fork Rd.
10323260070000	31	5410 E Pioneer Fork Rd.
10323260080000	30	5430 E Pioneer Fork Rd.
10323260090000	29	5450 E Pioneer Fork Rd.
10323270010000	17	5355 E Pioneer Fork Rd.
10323270020000	16	5335 E Pioneer Fork Rd.
10323270030000	15	330 N Middle Oak Ln.

EMIGRATION OAKS PH 2A PUD – all lots and common areas including:

Parcel Number	Lot	Parcel Location
10322510020000	41	5521 E Pioneer Fork Rd.
10322010020000	53	618 N Pioneer Oak Rd.
10322010030000	55	610 N Pioneer Oak Rd.
10322010040000	57	5637 E Pioneer Fork Rd.
10322010050000	59	5653 E Pioneer Fork Rd.
10322010060000	60	5673 E Pioneer Fork Rd.
10322010070000	54	619 Pioneer Oak Rd.
10322010080000	51	5593 E Pioneer Fork Rd.
10322010090000	52	5604 E Pioneer Fork Rd.
10322010100000	56	5632 E Pioneer Fork Rd.
10322010110000	58	5664 E Pioneer Fork Rd.
10322510010000	AREA	5545 E Pioneer Fork Rd.
10322510030000	43	5529 E Pioneer Fork Rd.
10322510040000	45	5537 E Pioneer Fork Rd.
10322510050000	47	5543 E Pioneer Fork Rd.
10322510060000	49	5555 E Pioneer Fork Rd.
10322510070000	42	5522 E Pioneer Fork Rd.
10322510090000	46	5546 E Pioneer Fork Rd.
10322510100000	48	5568 E Pioneer Fork Rd.
10322510110000	50	5586 E Pioneer Fork Rd.
10322510130000	44	5534 E Pioneer Fork Rd.
10322510140000	44	5534 E Pioneer Fork Rd.

EMIGRATION OAKS PH 2B PUD – all lots and common areas including:

Parcel Number	Lot	Parcel Location
10321510010000	68	449 N Old Oak Rd.
10321510020000	69	429 N Old Oak Rd.
10321510030000	AREA	415 N Old Oak Rd.
10321520010000	67	452 N Old Oak Rd.
10321520020000	66	442 N Old Oak Rd.
10321520030000	65	432 N Old Oak Rd.
10321520040000	64	422 N Old Oak Rd.

10321520050000	63	412 N Old Oak Rd.
10321520060000	62	402 N Old Oak Rd.
10321520070000	61	397 N Middle Oak Ln.

EMIGRATION OAKS PH 3 PUD – all lots and common areas including:

Parcel Number	Lot	Parcel Location
10283510010000	104	5949 E Pioneer Fork Rd.
10283510020000	105	5977 E Pioneer Fork Rd.
10283510030000	92	771 N Freeze Creek Cir.
10283510040000	93	737 N Freeze Creek Cir.
10283510050000	94	715 N Freeze Creek Cir.
10283510070000	101	746 N Freeze Creek Cir.
10283510270000	102	768 N Freeze Creek Cir.
10283510080000	100	724 N Freeze Creek Cir.
10294760010000	73	733 N Emigration Estates Rd.
10294760020000	75	730 N Emigration Estates Rd.
10294760030000	77	5879 E Pioneer Fork Rd.
10294760040000	91	5907 E Pioneer Fork Rd.
10294760050000	103	5931 E Pioneer Fork Rd.
10294760060000	78	705 N Little Tree Cir.
10294760070000	90	5888 E Pioneer Fork Rd.
10322260010000	70	5729 E Pioneer Fork Rd.
10322260020000	71	5771 E Pioneer Fork Rd.
10322260030000	AREA	5748 E Pioneer Fork Rd.
10322260040000	83	597 N Little Tree Cir.
10322260050000	72	5754 E Pioneer Fork Rd.
10322260060000	74	5808 E Pioneer Fork Rd.
10322260070000	76	5832 E Pioneer Fork Rd.
10322260080000	82	605 N Little Tree Cir.
10322260090000	81	619 N Little Tree Cir.
10322260100000	80	642 N Little Tree Cir.
10322260110000	79	673 N Little Tree Cir.
10322260120000	84	594 N Little Tree Cir.
10322260130000	85	606 N Little Tree Cir.
10322260140000	86	626 N Little Tree Cir.
10322260150000	87	652 N Little Tree Cir.
10322260160000	88	676 N Little Tree Cir.
10322260170000	89	698 N Little Tree Cir.
10331020010000	95	691 N Freeze Creek Cir.
10331020020000	96	671 N Freeze Creek Cir.
10331020030000	99	696 N Freeze Creek Cir.
10331020040000	98	684 N Freeze Creek Cir.
10331020050000	97	672 N Freeze Creek Cir.

EMIGRATION OAKS PH 5 PUD – all lots and common areas including:

Parcel Number	Lot	Parcel Location
10283260010000	123	6141 E Pioneer Fork Rd.
10283260020000	125	952 N Pioneer Fork Rd.
10283260030000	144	6231 E Brigham Fork Cir.
10283260040000	143	6249 E Brigham Fork Cir.
10283260050000	142	6265 E Brigham Fork Cir.
10283260060000	122	6116 E Pioneer Fork Rd.
10283260070000	124	6138 E Pioneer Fork Rd.
10283260080000	145	936 N Pioneer Fork Rd.
10283260090000	129	6121 E Last Camp Cir.
10283260100000	128	6143 E Last Camp Cir.
10283260110000	127	6161 E Last Camp Cir.
10283260120000	126	931 N Pioneer Fork Rd
10283260130000	133	6114 E Last Camp Cir.
10283260140000	134	6130 E Last Camp Cir.
10283260150000	135	6144 E Last Camp Cir.
10283260160000	136	6162 E Last Camp Cir.
10283260170000	137	907 N Pioneer Fork Rd.
10283260180000	138	6216 E Brigham Fork Cir.
10283260190000	139	6228 E Brigham Fork Cir.
10283260200000	140	6242 E Brigham Fork Cir.
10283260210000	141	6264 E Brigham Fork Cir.
10283510090000	116	5999 E Pioneer Fork Rd
10283510100000	117	6017 E Pioneer Fork Rd
10283510110000	AREA	6042 E Pioneer Fork Rd
10283510120000	A	6067 E Pioneer Fork Rd
10283510130000	119	6101 E Pioneer Fork Rd
10283510140000	121	6121 E Pioneer Fork Rd
10283510150000	115	802 N Donner Hill Cir.
10283510290000	106	5982 E Pioneer Fork Rd
10283510170000	107	761 N Donner Hill Cir.
10283510180000	108	729 N Donner Hill Cir.
10283510190000	114	790 N Donner Hill Cir.
10283510200000	113	758 N Donner Hill Cir.
10283510210000	112	726 N Donner Hill Cir.
10283510220000	118	6064 E Pioneer Fork Rd
10283510230000	120	6098 E Pioneer Fork Rd
10283510240000	130	6107 E Last Camp Cir.
10283510250000	131	6099 E Last Camp Cir.
10283510260000	132	6106 E Last Camp Cir.
10331020060000	109	699 N Donner Hill Cir.
10331020070000	110	687 N Donner Hill Cir.

10331020080000	111	696 N Donner Hill Cir.
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EMIGRATION OAKS PH 6 PUD – all lots and common areas including:

Parcel Number	Lot	Parcel Location
10283760020000	146	821 N Pioneer Fork Rd.
10283760030000	147	838 N Pioneer Fork Rd.
10283760040000	148	795 N Pioneer Fork Rd.
10283760050000	149	810 N Pioneer Fork Rd.
10283760060000	150	763 N Pioneer Fork Rd.
10283760070000	151	792 N Pioneer Fork Rd.
10283760080000	152	747 N Pioneer Fork Rd.
10283760090000	153	742 N Pioneer Fork Rd.
10283760100000	157	6207 E Donner Trail Cir.
10283760110000	156	6219 E Donner Trail Cir.
10283760120000	154	705 N Pioneer Fork Rd.
10283760130000	155	714 N Pioneer Fork Rd.
10283760180000	AREA	
10322260180000	AREA	419 N Pioneer Ridge Rd.
10322760020000	195	5855 E Pioneer Ridge Cir.
10322760030000	193	5860 E Pioneer Ridge Cir.
10322760040000	196	5883 E Pioneer Ridge Cir.
10322760050000	191	5896 E Pioneer Ridge Cir.
10331010040000	194	5905 E Pioneer Ridge Cir.
10331010050000	192	5947 E Pioneer Ridge Cir.
10331010070000	190	5975 E Pioneer Ridge Cir.
10331260010000	158	6204 E Donner Trail Cir.
10331260020000	167	6153 E Last Monument Cir.
10331260030000	168	6146 E Last Monument Cir.
10331260040000	172	525 N Pioneer Fork Rd.
10331260050000	170	6170 E Last Monument Cir.
10331260060000	166	6175 E Last Monument Cir.
10331260070000	164	617 N Pioneer Fork Rd.
10331260080000	163	643 N Pioneer Fork Rd.
10331260090000	159	6220 E Donner Trail Cir.
10331260100000	160	696 N Pioneer Fork Rd.
10331260110000	161	672 N Pioneer Fork Rd.
10331260120000	162	652 N Pioneer Fork Rd.
10331260130000	165	6249 E Marathon Ln.
10331260140000	171	518 N Pioneer Fork Rd.
10331260150000	178	536 N Pioneer Fork Rd.
10331260160000	176	552 N Pioneer Fork Rd.
10331260170000	174	559 N Marathon Cir.
10331260180000	169	602 N Pioneer Fork Rd.
10331260190000	180	493 N Marathon Cir.

10331260200000	182	465 N Marathon Cir.
10331260210000	184	449 N Marathon Cir.
10331260220000	185	446 N Marathon Cir.
10331260230000	183	462 N Marathon Cir.
10331260240000	181	492 N Marathon Cir.
10331260250000	179	522 N Marathon Cir.
10331260260000	177	540 N Marathon Cir.
10331260270000	175	556 N Marathon Cir.
10331260280000	173	574 N Marathon Cir.
10331520010000	189	5950 E Pioneer Ridge Cir.
10331520020000	187	6002 E Pioneer Ridge Cir.
10331520030000	188	6007 E Pioneer Ridge Cir.
10331520040000	186	6015 E Pioneer Ridge Cir.

EMIGRATION OAKS PH 6A PUD – all lots and common areas including:

Parcel Number	Lot	Parcel Location
10322760090000	206	343 N Pioneer Ridge Rd.
10322760100000	205	349 N Pioneer Ridge Rd.
10324260100000	AREA	201 N Pioneer Ridge Rd.
10324260110000	208	233 N Pioneer Ridge Rd.
10324260120000	207	275 N Pioneer Ridge Rd.
10331010080000	209	475 N Pioneer Fork Rd.
10331520060000	204	357 N Pioneer Ridge Rd.
10331520070000	203	363 N Pioneer Ridge Rd.
10331520080000	202	371 N Pioneer Ridge Rd.
10331520090000	201	377 N Pioneer Ridge Rd.
10331520100000	200	385 N Pioneer Ridge Rd.
10331520110000	197	360 N Pioneer Ridge Rd.
10331520120000	198	382 N Pioneer Ridge Rd.
10331520130000	199	398 N Pioneer Ridge Rd.

ESTATES AT EMIGRATION OAKS, EMIGRATION OAKS PH 4 PUD – all lots and common areas including:

Parcel Number	Lot	Parcel Location
10294010010000	Area	5663 E Twin Creek Rd. #COM
10294010020000	410	5591 E Twin Creek Rd.
10294010030000	409	5663 E Twin Creek Rd.
10294260020000	408	961 N Twin Creek Cir.
10294260030000	407	931 N Twin Creek Cir.
10294260040000	A	921 N Twin Creek Cir.
10294510010000	404	5632 E Twin Creek Rd.
10294510020000	405	5727 E Twin Creek Rd.
10294510030000	403	5678 E Twin Creek Rd.
10294510040000	402	5730 E Twin Creek Rd.

10294760080000	406	5811 E Twin Creek Rd.
10294760090000	401	5820 E Twin Creek Rd.

ESTATES AT EMIGRATION OAKS, EMIGRATION OAKS PH 4A PUD – all lots and common areas including:

Parcel Number	Lot	Parcel Location
10294260060000	411	964 N. Twin Creek Cir.
10294260080000	412	965 N. Twin Creek Cir.
10294260070000	413	968 N. Twin Creek Cir.
10294260050000	414	971 N Twin Creek Cir..
10283010010000	Area	816 N Twin Creek Cir.

EXHIBIT B

AMENDED AND RESTATED BYLAWS OF

EMIGRATION OAKS PROPERTY OWNERS ASSOCIATION

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(Formerly Pioneer Fork Road Owners Association)

PREAMBLE

These Amended and Restated Bylaws of Emigration Oaks Property Owners Association, Inc. (the "Association") supersede the original bylaws and any amendments thereto of Emigration Oaks Property Owners Association, Inc. (formerly known as Pioneer Fork Road Owners Association).

The Association was created by the recording of a Declaration of Covenants, Conditions, and Restrictions of Emigration Oaks, recorded in the Salt Lake County Recorder's Office on February 3, 1985 as Entry 4078735, in Book 5648, at Page 2996, eq. seq. Six (6) subsequent "Supplemental Declarations" have since been recorded.

Pursuant to Article IX, Section (3) of the original Bylaws/Article of the Association, the requisite number of Association members, have voted in favor of adopting these Amended and Restated Bylaws (hereinafter "Bylaws") as herein set forth.

ARTICLE I

NAME AND LOCATION

The name of the non-profit corporation is THE EMIGRATION OAKS PROPERTY OWNERS ASSOCIATION, INC., hereafter sometimes referred to as the "Association." The principal office of the Association shall initially be located at 6162 Last Camp Circle, Salt Lake City, UT 84108. The location of the principle office of the Association may be changed without amendment to these Bylaws. Page | 48

ARTICLE II DEFINITIONS

The definitions contained in or adopted by the Declaration shall be applicable to these Bylaws.

POWERS AND PURPOSES

1. Purposes. In addition to the purposes stated in the Declaration, the Association is organized and shall be operated as a nonprofit corporation for the purpose of maintaining and administering the Common Areas, collecting and disbursing the assessments and charges provided for in the Declaration, otherwise administering, enforcing, and carrying out the terms, covenants and restrictions of the Declaration, and generally providing for and promoting the health, safety, and welfare of the Owners.

2. Powers. The Association shall have all of the powers conferred upon it by the Declaration and all powers allowed by law necessary or convenient for accomplishment of any of its purposes, including all powers referred to or described in Section 16-6a of the Utah Code, as may be amended from time to time.

3. Limitation. The Association is not organized for pecuniary profit. Notwithstanding the foregoing portion of this Article III; (1) no dividend shall be paid to, no part of the Association's funds shall be distributed to, and no part of any net income of the Association shall inure to the benefit of, any of its Members, Directors, or Officers or any other person; and (2) the powers of the Association shall be subject to all limitation or restrictions contained herein or in the Declaration.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner shall be a Member of the Association. No evidence of membership in the Association shall be necessary other than evidence of ownership of a Lot. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains.

2. Voting Rights. Members shall be entitled to one (1) vote per each Lot in which the interest required for membership in the Association is held. In no event shall more than one (1) vote exist or be cast on the basis of a single Lot.

3. Multiple Ownership Interests. In the event that there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any such Owners, whether in person, by proxy, or by electronic or telephonic means, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

4. Notices.

a. Association. All notices to the Association or the Board shall be sent care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Board may hereafter designate.

b. Owners.

(i) Notice by Electronic Means. In any circumstance where notice is required to be given to the members, the Association may provide notice by electronic means, including text message, email, or an Association website, if the Association deems the notice to be fair and reasonable. An Owner may require the Association, by written demand, to provide notice to the Owner by mail. The Board is authorized to promulgate rules and procedures facilitating the implementation of this section, including requiring an Owner to furnish the Association with a current email address.

(ii) Except as otherwise provided in the Declaration, these Bylaws or law, all notices to any Owner shall be sent to such address as may have been designated by him or her in writing to the Board, or if no address has been designated, then to the Owner's Lot.

(iii) If a Lot is jointly owned, notice shall be sent to a single address, of which the secretary has been notified in writing by such parties. If no address has been given to the secretary in writing, then mailing to the Lot shall be sufficient.

5. Affairs, Electronic Means. Any transaction or action involving the business or affairs of the Association, including but not limited to voting and providing notice or records, may be conducted by electronic means. The Board may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the Owner if the Board does so in good faith and has no reason to believe it is not the act of the Owner. A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and

executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by a member or by the Association.

ARTICLE V OWNERS MEETINGS

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1. Annual Meeting. An annual meeting of the Owners shall be held on or about the third week in April of each year at such time and place as determined by the Board. If the day fixed for the annual meeting falls on a legal holiday in the State of Utah, such meeting shall be held on the next succeeding business day. The purposes of the annual meeting shall be the election of Directors and the transaction of such other business as may come before the Owners. If election of Directors is not held on the day designated herein for an annual meeting, the Board shall cause such election to be held at a special meeting of the Owners held as soon thereafter as is convenient.

2. Special Meetings. A special meeting of the Owners for any purpose may be called by the President, by the Board, or by Owners who would collectively be entitled to cast no fewer than one-third (1/3) of all membership votes at such meeting.

3. Place of Meeting. The Board of Directors may designate any place within Utah as the place for any annual meeting or for any special meeting called by the Board. If no designation is made, the place of meeting shall be the principal office of the Association.

4. Notice. Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be given to all Owners at least ten (10) but not more than fifty (50) days prior to the meeting date. Such notice shall be deemed to have been properly furnished if delivered in accordance in the notice provisions of the Declaration and these Bylaws within the required time period to the person who appears as an Owner, at the Owner's latest address in the records of the Association at the time of mailing.

5. Quorum Requirements. Except as otherwise provided in the Declaration (and then only for the action of the Association specifically provided in the Declaration), the quorum required for any action by the Association shall be as follows: the presence of Owners or of proxies entitled to cast fifty-one percent (51%) of all the votes of Owners shall constitute a quorum. If a quorum is not present at a meeting, another meeting may be called, subject to the notice requirements set forth in Section 4, at which a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

6. Proxies. At any meeting of the Owners, an Owner may vote by proxy executed in writing by the Owner or by his duly authorized attorney-in-fact. All proxies shall be filed with the Secretary of the Association before or at the time of the meeting. Unless otherwise provided therein no proxy shall be valid after eleven (11) months from the date of execution.

7. Cumulative Voting. Cumulative Voting is not allowed. Each Owner may cast only one vote for each Lot owned for any matter to be voted upon by the Owner.

8. Necessary Vote. Except with respect to those proposals which under the Declaration, or by law require a greater proportion for adoption, the affirmative vote of sixty-seven percent (67%) of all votes which Owners present in person or represented by proxy are entitled to cast at a meeting shall be sufficient for the adoption of any matter voted on by the Owners.

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ARTICLE VI

BOARD OF DIRECTORS

1. Board Tenure. There shall be nine (9) Directors, who must be Owners, who shall be elected for a term of two (2) years. The terms of office of the Directors shall be staggered. Directors may be removed from the Board if they have three (3) unexcused absences from regular meetings in a fiscal year.

2. Regular Meetings. Regular meetings of the Board may be held without notice at the same place as the annual meeting of the Owners.

3. Special Meetings. Special Meetings of the Board may be called by the President or by any two (2) Directors. The person or persons calling a special meeting of the Board may fix any place either within Utah for holding such meeting.

4. Open Meetings; Executive Sessions.

(a) Open Meetings. Except as provided in the Community Association Act Title 57-8a-226, all meetings of the Board shall be open to Owners or Owners' representatives if the representative is designated in writing. At each meeting, the Board shall provide each Owner a reasonable opportunity to offer comments. However, the Board may limit the comments to one specific time period during the meeting. The President or Board shall have the authority to exclude an Owner who disrupts the proceedings at a Board meeting.

At least five (5) business days before a meeting, the Association shall give written notice of the meeting via email to each Owner who requests notice of a meeting, unless (i) notice of the meeting is included in a meeting schedule previously provided to the Owner; or (ii) the meeting is to address an emergency and each Board Member receives notice of the meeting less than 48 hours before the meeting.

A notice of the Board meeting shall be delivered to the Owner by email, regular mail, text, or any other means reasonably determined to provide notice that the Owner designates to the Board in their request for notice of board meetings. The notice shall state the time, date and location of the meeting and information necessary to allow Owners to participate by the means of electronic communication.

(b) Executive Sessions. In the discretion of the Board, the following matters may be considered in executive session:

- i. Consult with an attorney for the purpose of obtaining legal advice;
- ii. Discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings;
- iii. Personnel matters;
- iv. Discuss a matter relating to contract negotiations, including review of a bid or proposal;
 1. Post-negotiation, a notice of intent to award shall be posted on the Association's website for five (5) business days for comment; and
- v. Discuss a delinquent assessment or fine.

(c) Executive Session Procedure. Except in the case of an emergency, the Board shall vote in an open meeting whether to meet in executive session. If the Board votes to meet in executive session, the President or other presiding officer shall state the general nature of the action to be considered and, as precisely as possible, when and under what circumstances the deliberations can be disclosed to Owners. The statement, motion or decision to meet in executive session must be included in the minutes of the meeting.

5. Notice. Written or printed notice stating the place, day, and hour of any special meeting of the Board shall be given to all Directors at least three (3) days prior to the meeting date. Such notice shall be deemed to have been properly furnished if delivered by mail, or electronic means, including text messages or email, at least three (3) business days before the meeting date to each Director at his business address. A Director may opt out of electronic notice and require notice be delivered by mail. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting unless the Director attends for the express purpose of objecting to the transaction of any business because the meeting is not properly called or convened. Neither the business to be transacted at nor the purpose of any meeting need be specified in the notice thereof.

6. Quorum Requirements. A majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Directors at a meeting at which a quorum is present shall constitute the act of the Board of Directors unless the act of a greater number is required by law.

7. Action Taken Without a Meeting. The Board shall have the right to take any action in the absence of a meeting which they could take at a regular or special meeting if all the Board members agree in writing, including electronic mail, to take a vote or an action without a meeting. The action being taken shall not require unanimous consent of the Board. Any action so taken shall have the same effect as though taken at a meeting of the Board members.

8. Vacancies. Any vacancy on the Board may be filled by the affirmative vote of a majority of the remaining Directors, even though such remaining Directors constitute less than a

quorum. A Director thus selected to fill a vacancy shall serve until his successor has been duly elected and qualified.

9. Reimbursement. The Board may provide by resolution that the Directors shall be paid their expenses, if any, of attendance at each meeting of the Board.

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10. Resolutions. The Board of Directors may adopt, amend, and repeal resolutions for regulation and management of the affairs of the Association not inconsistent with the Articles, the Declaration, or the law.

ARTICLE VII OFFICERS

1. Number and Qualifications. The Officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer. Any two (2) or more offices, other than the office of President and Secretary, may be held by the same person. Officers shall be Owners.

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2. Tenure. The Officers of the Association shall be elected by the Board of Directors annually at the first meeting of the Board held after the annual meeting of the Members. If election of Officers does not occur at such meeting it shall be held as soon thereafter as is convenient. Each Officer shall hold office until his successor has been duly elected and qualified, or until he is removed. Any Officer may be removed by the Board whenever in its judgment the best interests of the Association would be served thereby.

3. Vacancies. A vacancy in office resulting from death, resignation, removal, or any other cause shall be filled by the Board of Directors for the unexpired portion of the term of the person previously in office.

4. President. The President shall be the principal executive Officer of the Association and, subject to the control of the Board, shall exercise general supervision and control over all of the property and affairs of the Association. The President shall, when present, preside at all meetings of the Owners and of the Board. If the President is not present, then the Vice-President shall preside. Except in cases where the signing and execution thereof is expressly delegated by the Board or by these Articles to some other Officer or agent of the Association or where required by law to be otherwise signed or executed, the President, the Secretary or any other Officer of the Association authorized by the Board, may sign any deeds, mortgages, contracts, or other instruments which the Board has properly authorized to be executed. The President shall, in general, perform all duties incident to the office of President and such other duties as may be prescribed by the Board.

5. Vice-president. In the absence of the President or in the event of his death, inability, or refusal to act, the Vice-president shall perform all of the duties of the President. When so acting, he shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice-president shall perform such duties as may be assigned to him by the President or by the Board.

6. Secretary. The Secretary shall keep minutes of meetings of the Owners and the Board, shall see that all notices are given in accordance with the provisions of these Articles, the Declaration, and law, and, in general, shall perform all duties incident to the office of Secretary and such other duties as be assigned to him or her by the President or by the Board.

7. Treasurer. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine. The Treasurer shall have the custody of and shall be responsible for all funds of the Association, shall receive and give receipts for money due and payable to the Association,

shall deposit all such money in the name of the Association in such banks, trust companies, or other depositories as are selected by the Board, shall perform all accounting, financial record-keeping, and similar services which may be necessary or desirable in connection with the Board of Directors.

8. Delegation of Duties. The Board may delegate any powers or duties of officer to other persons or agents as the Board deems necessary or appropriate from time to time. Page | 55

ARTICLE VIII

MISCELLANEOUS

1. Amendment. These Bylaws may be amended in the manner described in Article XII Section 5 of the Declaration relating to amendments. Any amendment so authorized and approved shall be accomplished in conformity with the laws of the State of Utah.

2. Unanimous Written Consent In lieu of Vote. In any case in which these Articles require for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from every Owner entitled to cast a vote. The following additional provisions shall govern any application of this Section.

(a) All necessary consents must be obtained prior to the expiration of one hundred eighty (180) days after the first consent is given by any Owner.

(b) Any change in ownership of a Lot which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose.

3. Interpretation. The captions which precede the various portions of these Articles are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any provision contained in these Bylaws shall not affect the validity or enforceability of the remainder hereof. These Bylaws should be construed to give effect to both the Declaration and Bylaws. In the event of a conflict between the provisions of these Bylaws and the provisions of the Declaration, the Declaration shall prevail.

IN WITNESS WHEREOF, the Association has caused these Bylaws to be executed by its duly authorized officers on this 7 day of August, 2018.

(Sign): Paul H. Bomer

(Print Name): _____, President

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(Sign): [Signature]

(Print Name): _____, Secretary