

See Exhibit A for Legal Description
See Exhibit B for Bylaws
See Exhibit C for Parcel #

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ADAM GARDINER
Recorder, Salt Lake County, UT
VIAL FOTHERINGHAM LLP
BY: eCASH, DEPUTY - EF 21 P.

**FIRST AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, & RESTRICTIONS
FOR RED SAGE HOMEOWNERS ASSOCIATION**

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, & RESTRICTIONS FOR RED SAGE HOMEOWNERS ASSOCIATION is made and executed on the date set forth below and shall be effective upon recording in the Salt Lake County Recorder's Office.

RECITALS

A. Whereas, the original Declaration of Protective Covenants, Conditions, & Restrictions for Red Sage Homeowners Association was recorded in the office of the County Recorder of Salt Lake County, Utah on September 1, 2017 as Entry No. 12609399 of the Official Records (the "Declaration").

B. Whereas, in order to limit the Association's insurance expenses, the Declarant believes it to be in the Association's best interest to amend certain provisions of the Declaration.

C. Whereas, at the time of this amendment, the Turnover Date has not yet arrived.

G. The Declaration at Article 19, Section 19.1 provides that, on or prior to the Turnover Date, the Declaration may be amended, altered or modified by an amending document approved and signed by the Declarant and no other Members will be required to approve such amendment.

AMENDMENT

Amendment One

Article 10, Section 10.14 of the Declaration is hereby revised and amended to read as follows:

10.14. Owners' Individual Coverage. EACH OWNER, OTHER THAN THE DECLARANT, SHALL PURCHASE AND MAINTAIN INDIVIDUAL AND/OR EXTENDED COVERAGE IN SUFFICIENT AMOUNTS TO INSURE AGAINST ALL LOSSES TO THE OWNER'S UNIT FOR WHICH THE OWNER COULD BE LIABLE, INCLUDING, WITHOUT LIMITATION, THE FULL COST OF THE DEDUCTIBLE ON THE ASSOCIATION'S BLANKET POLICY OF PROPERTY INSURANCE. EACH OWNER SHOULD ALSO PURCHASE ANY OTHER INDIVIDUAL PROPERTY AND/OR EXTENDED COVERAGE IN THE AMOUNT RECOMMENDED BY THE OWNER'S INDEPENDENT INSURANCE AGENT. EACH OWNER SHALL COMPLY WITH A REQUEST FROM THE ASSOCIATION TO PROVIDE PROOF OF INSURANCE PURSUANT TO THIS SECTION.

Amendment Two

Article 5, Section 5.7 of the Declaration is hereby revised and amended to read as follows:

5.7. Alterations.

a. No Owner shall, without the prior written consent of the Association in each specific instance, make, or cause to be made any alteration, addition, removal, or improvement in or to the Common

Areas or any part thereof, or do any act that would impair the structural soundness or integrity of the Buildings or other Improvements thereon, or jeopardize the safety of persons or property or impair any easement or hereditament appurtenant to the Project.

b. No Owner shall, without the prior written consent of the Association in each specific instance, make, or cause to be made any alteration, addition, removal, or replacement or series of alterations, additions, removals, or replacements of any fixture, improvement, or betterment installed in or to his Unit if the value of such fixture, improvement, or betterment exceeds or would exceed ten-thousand dollars (\$10,000) before or after the alteration, addition, removal, or replacement (or series of the same). The Board, or a committee to which the Board has delegated its authority, may prohibit any such alteration, addition, removal, or replacement (or series of the same) if, in its sole discretion, it determines that the alteration, addition, removal, or replacement (or series of the same) would increase the Association's insurance costs or would create other monetary costs for the Association. The Board, or a committee to which the Board has delegated its authority, shall have authority to create and enforce Association Rules or guidelines regulating alterations, additions, removals, or replacements of fixtures, improvements, or betterments installed in or to a Unit.

c. The Board shall have authority to create and enforce Association Rules regulating the placement of satellite dishes, outdoor antennas, and other similar appliances for the purpose of addressing legitimate safety concerns in a manner that is no more burdensome to the Owner than necessary. No satellite dishes, outdoor antennas, or other similar appliances shall be larger than one meter in width or shall extend higher than twelve (12) feet above the Owner's roofline unless expressly permitted by resolution of the Board in Association Rules or in another written instrument. The Declarant shall be exempt from the provisions of this Section.

Amendment Three

Article 9, Section 9.3 of the Declaration is hereby revised and amended to read as follows:

9.3. Association Approval Required for Certain Modifications and Alterations. An owner shall not commence or do any of the following without first obtaining written consent from the Association: i) structural modification, alterations or installations to the outside of his Residence; ii) replacement, alteration, or penetration of his roof or exterior surfaces; or iii) cause to be placed or erected on the Common Areas and Facilities any out buildings. The consent required by this Section shall be in addition to any consent an Owner is required to obtain pursuant to any other section herein.

Amendment Four

Exhibit B of the Declaration currently contains an unsigned copy of the Association's Bylaws. The original Exhibit B shall be replaced with the updated Exhibit B attached hereto. The updated Exhibit B is identical to the original Exhibit B except that the updated exhibit is signed.

IN WITNESS WHEREOF, the Declarant has adopted this First Amendment to the Declaration of Covenants, Conditions, and Restrictions for and respecting Red Sage Homeowners Association on the 23rd day of April, 2018.

SANDY HOME DEVELOPMENT, LLC
A DELAWARE LIMITED LIABILITY COMPANY

By: Sandy Home Development Associates, LLC
a Utah Limited Liability Company
Its Member

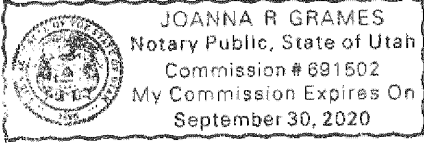
BY: _____
Name: Jeffrey M. Vittek
Title: Managing Member

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

On the 23 day of April, 2018, the foregoing did execute this document who by me being duly sworn, did represent that he/she is the Managing Member of Sandy Home Development Associates, LLC, a Utah limited liability company.



Notary Public



**EXHIBIT A
LEGAL DESCRIPTION**

Legal Description: Red Sage Homeowners Association

Beginning at a point North 89°38'31" West 293.77 feet from the center of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89°38'31" West, a distance of 120.25 feet; thence North 00°25'49" East, a distance of 40.00 feet; thence North 19°01'13" West, a distance of 135.22 feet; thence North 06°58'47" East, a distance of 178.00 feet; thence North 10°23'47" East, a distance of 162.05 feet; thence North 32°39'13" West, a distance of 201.63 feet; thence North 04°48'47" East, a distance of 149.79 feet; thence North 28°42'13" West, a distance of 159.61 feet; thence North 03°43'47" East, a distance of 102.41 feet; thence North 46°58'47" East, a distance of 205.00 feet; thence North 00°01'13" West, a distance of 173.00 feet; thence North 14°55'59" West, a distance of 51.74 feet; thence North 25°01'13" West, a distance of 144.51 feet; thence North 06°58'47" East, a distance of 566.65 feet; thence North 17°29'23" West, a distance of 171.74 feet; thence North 27°01'13" West, a distance of 201.78 feet; thence North 44°14'13" West, a distance of 166.34 feet; thence North 51°01'13" West, a distance of 50.73 feet; thence North 89°52'59" East, a distance of 290.45 feet; thence South 15°40'10" East, a distance of 1,821.77 feet to the point of curve of a non tangent curve to the right, of which the radius point lies South 74°22'02" West, a radial distance of 5,679.68 feet; thence southerly along the arc, through a central angle of 08°30'44", a distance of 843.81 feet; thence North 89°38'38" West, a distance of 220.84 feet; thence North 00°24'15" East, a distance of 570.16 feet; thence North 13°26'37" West, a distance of 66.83 feet; thence North 89°59'42" West, a distance of 288.45 feet; thence South 00°00'18" West, a distance of 65.50 feet to the point of curve of a non tangent curve to the right, of which the radius point lies South 59°56'14" West, a radial distance of 175.00 feet; thence southerly along the arc, through a central angle of 42°02'33", a distance of 128.41 feet; thence South 11°58'47" West, a distance of 236.00 feet to a point of curve to the left having a radius of 175.00 feet and a central angle of 34°00'00"; thence southerly along the arc a distance of 103.85 feet; thence South 22°01'13" East, a distance of 27.00 feet to a point of curve to the right having a radius of 225.00 feet and a central angle of 22°27'02"; thence southerly along the arc a distance of 88.16 feet; thence South 00°25'49" West, a distance of 40.00 feet to the point of beginning.
Containing 843,487 square feet or 19.36 acres, more or less.

EXHIBIT B
Bylaws

BYLAWS
OF
RED SAGE HOMEOWNERS ASSOCIATION, INC.
SALT LAKE COUNTY, UTAH

THESE BYLAWS OF RED SAGE HOMEOWNERS ASSOCIATION, INC. are effective upon recording in the Salt Lake County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act.

RECITALS

1. Capitalized terms in these Bylaws are defined in Article I of THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, & RESTRICTIONS, FOR RED SAGE HOMEOWNERS ASSOCIATION ("Declaration").
2. These Bylaws are adopted in order to complement the Declaration and to eliminate ambiguity, to further define the rights of the Association and the Lot Owners, to provide for the ability to more easily govern and operate the Association, and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

ARTICLE I DEFINITIONS

Except as otherwise provided herein or as may be required by the context, all terms defined in the Declaration shall have the same meanings when used in these Bylaws.

- 1.1 "Board Member" means a member of the Board of Directors.

ARTICLE II APPLICATION

All present and future Lot Owners, tenants, or any other persons who may use the facilities at Red Sage Homeowners Association in any manner are subject to these Bylaws. The mere acquisition or rental of any of the Lots or parts thereof, or the mere act of occupancy or use of any said Lots or part thereof or the Common Areas will signify that these Bylaws are accepted, ratified, and will be complied with by said persons. These Bylaws govern the management of the business and the conduct of the affairs of the Association II except as otherwise provided by statute, the Declaration, or the Articles of Incorporation. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall govern.

ARTICLES III MEMBERS

3.1 Annual Meetings. The annual meeting of the Members shall be held each year in January on a day and at a time established by the Board of Directors. The purpose of the annual meeting is to elect Board Members and transact such other business as may come before the meeting. If the election of Board Members cannot be held at the annual meeting of the Members, or at any adjournment thereof, the Board of Directors shall cause the election to be held either at a special meeting of the Members to be convened as soon thereafter as may be convenient or at the next annual meeting of the Members. The Board of Directors may from time to time by resolution change the date and time for the annual meeting of the Members.

3.2 Special Meetings. Special meetings of the Members may be called by a majority of the Board of Directors, the President, or upon the written request of Members holding not less than 25% of the voting interests of the Association. Any written request for a special meeting presented by the Members shall be delivered to the President and shall include the original signature of each Member affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a special meeting within 20 days of receipt of the request. In case of failure to call such meeting within twenty (20) days after such request, such members may call the same. Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Association.

3.3 Place of Meetings. The Board of Directors may designate any place in Salt Lake County, State of Utah reasonably convenient for the Members of the Association as the place of meeting for any annual or special meeting called by the Board of Directors. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association, which shall be the home of the current president. A waiver of notice signed by all of the members of the Association may designate any place, within the State of Utah, as the place for holding such meeting.

3.4 Notice of Meetings of the Members. The Board of Directors shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Members. Such written or printed notice shall be delivered to each Member of record entitled to vote at such meeting not more than sixty (60) nor less than 15 days prior to the meeting. Such notice may be emailed, hand-delivered, or mailed. If emailed, such notice shall be deemed delivered when sent to the Member's email address registered with the Association. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at the Member's address registered with the Association, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current email address and mailing address for purposes of notice hereunder. Such registered email and mailing addresses may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Lot address shall be deemed to be the Member's registered address. An Owner may opt out of receiving notices from the Association via email by giving written notice to the President or manager that he/she will not accept notices by way of email.

3.5 Qualified Voters. A Member shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he or she has fully paid his or her share of any Assessments (together with any interest and/or late fees) prior to the commencement of the meeting.

3.6 Record Date for Notice Purposes. Upon purchasing a Unit in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Unit has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining members entitled to notice of or to vote at any meeting of the members, or any adjournment thereof, the Board may designate a record date, which shall be no more than sixty (60) and no less than ten (10) days prior to the meeting. If

no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining members entitled to notice of or to vote at the meeting.

3.7 Quorum. At any meeting of the Members, the presence of Members and holders of proxies entitled to cast more than fifty percent (50%) of the voting interests of the Association shall constitute a quorum for the transaction of business. If however, such quorum shall not be present or represented at any meeting, the members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting and reschedule for a time no earlier than twenty-four (24) hours, nor later than thirty (30) days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an oral announcement at the meeting to be rescheduled. The presence of Members and holders of proxies entitled to cast more than ten percent (10%) of the voting interests of the Association shall constitute a quorum for the transaction of business at the rescheduled meeting.

3.8 Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member or by the Member's attorney when duly authorized in writing. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) owner of such Lot or the Members' attorneys when duly authorized in writing. Such instrument authorizing a proxy to act shall be dated, set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Such instrument shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting. The notice of meeting and/or the proxy form provided with any notice of meeting may also provide a deadline to return proxies, after which time further proxies will not be received.

3.9 Votes. With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot of such Member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles, these Bylaws, the Declaration, or the Act. The Association shall have two (2) classes of voting membership, Class "A" and Class "B," as follows:

a. Class "A" Members shall be all Owners with the exception of Class "B" membership, if any. Class "A" Membership shall be entitled to one (1) vote for each Lot such Member owns. When more than one person owns a portion of the interest in a Lot, each such person shall be a Member, but the vote for such Lot shall be exercised as they among themselves determine. Absent any other agreement among co-Owners of a single Lot, (i) a single co-Owner appearing at an Association meeting will be entitled to cast the one vote for the Lot, and (ii) if multiple co-Owners appear at an Association meeting, each Co-Owner will have a pro rata fractional vote based upon the ownership interests of the co-Owners appearing at such meeting. In no event shall more than one vote be cast with respect to any single Lot. The Association shall not

be required to recognize the vote or written consent of any co-Owner that is not authorized to vote based upon a written designation of all such co-Owners delivered to the Association.

b. The Class "B" Member shall be the Declarant. In all matters requiring a vote, the Class "B" membership shall receive one hundred (100) votes for each recorded Lot owned by Declarant and one hundred (100) votes for each acre of property owned by Declarant within the Project but not yet depicted on a recorded Plat.

3.10 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Members present, and in the decision and votes of the Board of Directors or of the Owners shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within 30 days of notice of any decision by the Board of Directors. The presence of a Lot Owner in person at any meeting of the Lot Owners shall be deemed a waiver on any notice requirements.

3.11 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by enough Members such that the vote would have passed if all of Association Members had been in attendance at a regularly called meeting. In addition, the Board may obtain approvals and conduct business through mail or email/electronic ballots. The ballot must set forth each proposed action and provide the option of voting for or against each proposed action with the requisite number of members approving the action that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted. The ballot must specify the period during which the Association shall accept written ballots for counting. Following this period, the Association shall provide notice of whether such action was or was not approved. An Owner may revoke a prior consent if the revocation is provided to the Board in writing and is received by the Board prior to the effectiveness of the action taken, as provided for in this Section.

ARTICLE IV BOARD OF DIRECTORS

4.1. General Powers. The property, affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors may exercise all of the powers of the Association, whether derived from the Act, the Declaration or these Bylaws, except such powers that the Articles, these Bylaws, the Declaration, or the Act vest solely in the Members. The Board of Directors shall, among other things, prepare or cause to be prepared, plan and adopt an estimated annual budget for the estimated annual common expenses, provide the manner of assessing and collecting assessments, and keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the Project and its administration, and specifying the maintenance and repair expenses of the Common Areas. The books and records shall be available for examination by all members at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with generally accepted accounting principles and shall be audited at least once a year by an auditor independent of the organization, as required by the Declaration. The Board of Directors may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.

4.2. Number, Tenure, and Qualifications. The Board of Directors shall be composed of three (3) persons. Prior to the Turnover Date, the Declarant shall appoint the members of the Board of Directors. After the Turnover Date, each member of the Board of Directors shall be an Owner or an Owners' spouse or significant other that resides with Owner in the Residence. After the Turnover Date, only one member of a single household can be a member of the Board at any one time except that, if there are insufficient Owners or Owners' spouses or significant others that are willing to serve on the Board, then other residents within the Project may serve on the Board. Each Board Member shall hold his position for two (2) years or until his successor shall have been chosen and qualified, or until his death, or until his resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs.

4.3. Regular Meetings. The Board of Directors shall hold regular meetings at least annually, at the discretion of the Board of Directors. The Board of Directors may designate any place in Salt Lake County, Utah as the place of meeting for any regular meeting called by the Board of Directors. Meetings may also be held with Board Members appearing telephonically so long as any Board Member appearing telephonically consents to such appearance. If no designation is made, the place of the meeting shall be at the clubhouse located in the Project.

4.4. Special Meetings. Special meetings of the Board of Directors may be called by the President, Vice President, or a majority of the Board Members on at least five (5) days prior notice to each Board Member. Each Member of the Board of Directors shall provide an email address to the other Board Members and agrees to accept notice of all meetings of the Board via said email address. The person or persons authorized to call special meetings of the Board of Directors may fix any place, within Salt Lake County, as the place for holding the meeting. Notice shall be given personally, by regular U.S. Mail at such Board Member's registered address, by email, or by telephone. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. Any Board Member may waive notice of a meeting.

4.5. Notice to Owners of Meetings of the Board of Directors. The Board of Directors shall cause written notice of the date, time, and place for all meetings of the Board of Directors to be sent via email to each Owner who has requested such notice. Such written notice shall be delivered no less than 48 hours prior to the meeting except that, when a meeting is called to address an emergency and each member of the Board of Directors receives less than 48-hours' notice of the meeting, such Owners shall receive notice equal to that received by the members of the Board of Directors. Notice to Owners under this Section 4.5 shall be sent via email and shall be deemed delivered when sent to the Owner's email address registered with the Association. Such registered email may be changed from time to time by notice in writing to the Association. If members of the Board of Directors may attend the meeting by electronic means, notice to the Owners shall include information necessary to allow the Owner to attend by electronic means. For the purposes of this Section 4.5, a meeting of the Board of Directors shall mean a gathering of the Board of Directors, whether in person or by electronic means, at which the Board can take binding action.

4.6. Meetings of the Board of Directors Open to Owners. Each meeting of the Board of Directors shall be open to each Owner except that the Board of Directors may close a meeting to consult with an attorney for the purpose of obtaining legal advice; discuss ongoing or potential

litigation, mediation, arbitration, or administrative proceedings; discuss a personnel matter; discuss a matter relating to contract negotiation, including review of a bid or proposal; discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or discuss a delinquent assessment or fine. At each meeting of the Board of Directors, each Owner shall be provided a reasonable opportunity to offer comments; the Board of Directors may limit comments of the Owners to a specific time period during the meeting. For the purposes of this Section 4.6, a meeting of the Board of Directors shall mean a gathering of the Board of Directors, whether in person or by electronic means, at which the Board can take binding action.

4.7. Quorum and Manner of Action. A majority of the then authorized number of Board Members shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the Board Members present at any meeting at which a quorum is present and for which proper notice was provided to the Board Members shall be the act of the Board of Directors. The Board Members shall act only as the Board of Directors, and individual Board Members shall have no powers as such.

4.8. Compensation. No Board Member shall receive compensation for any services that such member may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein contained shall be construed to preclude any Board Member from serving the Project in any other capacity and receiving compensation therefore.

4.9. Resignation and Removal. A Board Member may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Board Member may be removed at any time, with or without cause, at a special meeting of the Members duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the voting interests of the Association. A Board Member may also be removed by the affirmative vote of a majority of the other Board Members if he or she, in any twelve (12) month period, misses either three (3) consecutive or seventy-five percent (75%) of the regularly scheduled Board of Directors meetings.

4.10. Vacancies and Newly Created Board Memberships.

a. Before the Turnover Date, the Declarant shall appoint a new Board member to fill any vacancy in the Board.

b. After the Turnover Date, the following provisions shall apply: If vacancies shall occur in the Board of Directors by reason of the death, resignation, disqualification, or removal of a Board Member as provided in Section 4.9, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. Any vacancy in the Board of Directors occurring by reason of removal of a Board Member by the Members may be filled by election by the Members at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor.

4.11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Board Member may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board Member at any meeting thereof shall be a waiver of notice by that Board Member of the time, place, and purpose thereof.

4.12. Adjournment. The Board of Directors may adjourn any meeting from day to day for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

4.13. Nomination and Election of Board Members after the Turnover Date. After the Turnover Date, nomination for election to the Board of Directors shall be made by the Members of the Association by petition filed with the secretary of the Association prior to or at the Annual Meeting. Nominations may also be made from the floor at the annual meeting of Members. Members of the Board shall be elected either by a voice vote or by secret written ballot. Association Members or their proxies shall vote in accordance with the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. No two Board Members shall be related by blood or marriage nor shall any Board Member share joint ownership in a Unit with another Board Member.

4.14. Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board. Further, a manager or Director may set forth a reasonable deadline for a response to a proposed action, whereby a non-response becomes an affirmative vote by the non-responsive Director.

ARTICLE V OFFICERS

5.1. Officers. The officers of the Association shall be a President, a Secretary, and a Treasurer, and such other officers as may from time to time be appointed by the Board of Directors. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

5.2. Election Tenure and Qualifications. The initial officers shall be determined by the Declarant. Thereafter, the officers of the Association shall be chosen by the Board of Directors annually at the first regular meeting of the Board of Directors following the annual meeting of the Members. Officers who are also members of the Board of Directors shall serve for a term equal to their term as a Director. Officers who are not also members of the Board shall serve for a term determined by the Board. In the event of failure to choose officers at such regular meeting of the Board of Directors, officers may be chosen at any regular or special meeting of the Board of Directors. Each such officer (whether chosen at a regular meeting of the Board of Directors or otherwise) shall hold such office at least until the next ensuing regular meeting of the Board of Directors and until a successor has been chosen and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first

occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office. The President, Vice President (if any), Secretary, and Treasurer may be, but are not required to be, Board Members of the Association.

5.3. Subordinate Officers. The Board of Directors may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine. Subordinate officers need not be Board Members of the Association.

5.4. Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Board Member or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board of Directors at any time, with or without cause.

5.5. Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Directors at any regular or special meeting.

5.6. The President. The President shall be the chief executive of the Association. The President shall preside at meetings of the Board of Directors and at meetings of the Members. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board of Directors. Prior to the Turnover Date, the President may delegate some or all of his powers and authority to another officer of the Association.

5.7. The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Board of Directors may require such person to keep. The Secretary shall also act in the place of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act.

5.8. The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Directors, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Members and at any meeting of the Board of Directors. The Treasurer shall perform such other duties as required by the Board of Directors. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant these Bylaws.

5.9. Compensation. No officer shall receive compensation for any services rendered to

the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board of Directors.

ARTICLE VI COMMITTEES

6.1. Designation of Committees. The Board of Directors may from time to time by resolution designate committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers ("Committee" for purposes of this Article). The membership of each such Committee designated hereunder shall include at least one (1) Board Member ("Committee Member" for purposes of this Article). No Committee Member shall receive compensation for services rendered to the Association as a Committee Member; provided, however, that the Committee Member may be reimbursed for expenses incurred in performance of such duties as a Committee Member to the extent that such expenses are approved by the Board of Directors. A Committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board of Directors in a written resolution. The Board of Directors may terminate any Committee at any time.

6.2. Proceeding of Committees. Each Committee designated hereunder by the Board of Directors may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such Committee may from time to time determine. Each such Committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Directors.

6.3. Quorum and Manner of Acting. At each meeting of any Committee designated hereunder by the Board of Directors, the presence of Committee Members constituting at least a majority of the authorized membership of such Committee, but in no event less than two (2) Committee Members, shall constitute a quorum for the transaction of business, and the act of a majority of the Committee Members present at any meeting at which a quorum is present shall be the act of such Committee. Any Committee Members designated by the Board of Directors hereunder shall act only as a Committee, and the individual Committee Members thereof shall have no powers as such. A Committee may exercise the authority granted by the Board of Directors.

6.4. Resignation and Removal. Any Committee Member designated hereunder by the Board of Directors may resign at any time by delivering a written resignation to the President, the Board of Directors, or the presiding officer of such Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Directors may at any time, with or without cause, remove any Committee Member designated by it thereunder.

6.5. Vacancies. If any vacancy shall occur in any Committee designated by the Board of Directors due to disqualification, death, resignation, removal, or otherwise, the remaining Committee Members shall, until the filling of such vacancy by the Board of Directors, constitute the then total authorized membership of the Committee and, provided that two (2) or more Committee Members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Directors.

**ARTICLE VIII
RECORDS, AUDITS, AND FISCAL YEAR**

The Association shall maintain within the State of Utah all documents, information, and other records of the Association in accordance with the Declaration, these Bylaws, and the Utah Revised Nonprofit Corporation Act in the manner prescribed by a resolution adopted by the Board of Directors.

8.1. General Records. The Board of Directors or managing agent for the Association shall keep records of the actions of the Board of Directors and managing agent or manager; minutes of the meetings of the Board of Directors; minutes of the Member meetings of the Association, and financial records of the receipts and expenditures affecting the Property.

8.2 Financial Reports and Audits.

a. An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be made available by the Board of Directors to all Owners and to all First Mortgagees of Lots who have requested notice of certain matters from the Association in accordance with this Declaration ("Eligible Mortgagee" for purposes of this Article).

b. From time to time the Board of Directors, at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners. At any reasonable time, any Owner may, at such Owner's own expense, cause an audit or inspection to be made of the books and records of the Association.

8.3 Inspection of Records by Owners. Except as provided in Section 8.4 below, all records of the Association shall be reasonably available for examination by an Owner and any Eligible Mortgagee of a Lot pursuant to Rules adopted by resolution of the Board of Directors. The Board, by resolution, may adopt reasonable Rules governing the frequency, time, location, notice and manner of examination and duplication of Association Records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this Section. The fee may include reasonable personnel costs incurred to furnish the information, including any and all fees the Association may be charged by its designee that assists the Association in furnishing this information.

8.4 Records Not Subject to Inspection. Records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern matters including but not limited to:

a. Personnel matters relating to a specific identified person or a person's medical records;

- b. Contracts, leases, and other business transactions that are currently under negotiation to purchase or provide goods or services;
- c. Communications with legal counsel that relate to matters specified in subsections a. and b. of this Section, or current or pending litigation;
- d. Disclosure of information in violation of law;
- e. Documents, correspondence or management or Board of Director reports compiled for or on behalf of the Association or the Board by its agents or committees for consideration by the Board in executive session;
- f. Documents, correspondence, or other matters considered by the Board of Directors in executive session; or
- g. Files of individual Owners, other than those of a requesting Owner or requesting Eligible Mortgagee of an individual Owner, including any individual Owner's file kept by or on behalf of the Association.

8.5 Investment. Association funds may only be deposited into institutions that are federally insured. The Board may deposit Association funds into savings accounts, money market accounts, or purchase certificates of deposits. Other investment options that may pose additional risks must be approved by at least 51% of the total membership prior to the investment.

ARTICLE IX RULES AND REGULATIONS

9.1. Establishment of Rules and Regulations. The Board of Directors shall have the authority to adopt and establish by resolution such Project management and operational Rules and Regulations as it may deem necessary for the maintenance, operation, management, and control of the Project.

9.2. Amendment. The Board of Directors may from time to time, by resolution, alter, amend, and repeal such Rules and Regulations.

9.3. Enforcement. Owners shall use their best efforts to see that the Rules and Regulations are strictly observed by their lessees and the persons over whom they have or may exercise control or supervision, it being clearly understood that such Rules and Regulations shall apply and be binding upon all Lot Owners of the Project.

9.4. Copies of Rules. After the Turnover Date, copies of all Rules and Regulations and resolutions newly adopted by the Board of Directors shall be sent to all Lot Owners at least ten (10) days prior to the effective date thereof.

**ARTICLE X
AMENDMENTS**

10.1 Except as otherwise provided by law, the Articles of Incorporation, the Declaration, or these Bylaws, at all times on or prior to the Turnover Date, these Bylaws may be amended, altered or modified by an amending document approved and signed by the Declarant. No other Members will be required to approve such amendment

10.2 Except as otherwise provided by law, the Articles of Incorporation, the Declaration, or these Bylaws, after the Turnover Date, these Bylaws may be amended, modified, or repealed and new bylaws may be made and adopted by the members upon the affirmative vote of not less than fifty-one percent (51%) of the total votes of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (a) the amended, modified, repealed, or new bylaws, (b) the number of votes cast in favor of such action, and (c) the total votes of the Association, shall have been executed and verified by the current president of the Association and recorded in the office of the County Recorder of Salt Lake County.

**ARTICLE XI
MISCELLANEOUS PROVISIONS**

11.1. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

11.2. Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

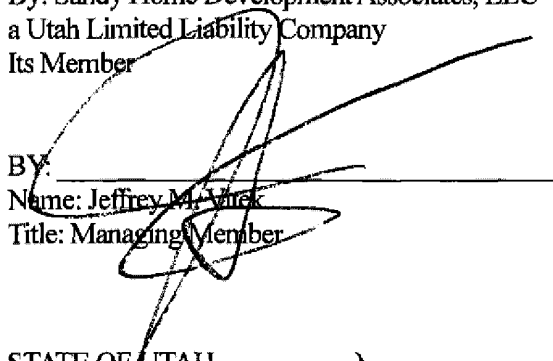
11.3. Conflicts. These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

[SIGNATURES ON THE FOLLOWING PAGE]

EXECUTED this 23rd day of April, 2018

SANDY HOME DEVELOPMENT, LLC
A DELAWARE LIMITED LIABILITY COMPANY

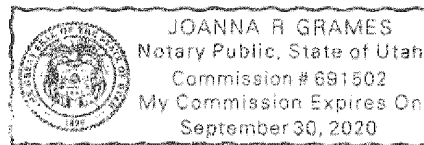
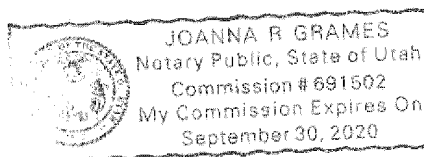
By: Sandy Home Development Associates, LLC
a Utah Limited Liability Company
Its Member

BY: 
Name: Jeffrey M. Vitek
Title: Managing Member

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

On the 23 day of April, 2018, the foregoing did execute this document who by me being duly sworn, did represent that he/she is the Managing Member of Sandy Home Development Associates, LLC, a Utah limited liability company.


Notary Public





SALT LAKE COUNTY RECORDER

Lots and Parcel Numbers for: RED SAGE

Subdivision Entry Number: 12609398 Subdivision Book Number: 2017 Subdivision Page Number: 244
 Original Number of Lots: 152 Subdivision ID: 2017244
 Recording Date: 9/1/2017 Record Not Found Dedication Type: SUBDIVISION
 Dedication Date Completed: 10/17/2017

Abstract Total Active Records Found: 156

Parcel Number	Lot/Unit	Value	Block/Bldg	Value	Non Standard Type	Property Location	Jurisdiction
28181300010000	PARCEL	A				223 E 10200 S	SANDY
28181300024001					COMMON AREA	287 E SANDY SAGE WY	SANDY
28181300024001					PRIVATE ROAD	287 E SANDY SAGE WY	SANDY
28181300024002					COMMON AREA	287 E SANDY SAGE WY	SANDY
28181300024002					PRIVATE ROAD	287 E SANDY SAGE WY	SANDY
28181300030000	LOT	115				261 E SAGE CANAL WY	SANDY
28181300040000	LOT	116				259 E SAGE CANAL WY	SANDY
28181300050000	LOT	117				257 E SAGE CANAL WY	SANDY
28181300060000	LOT	118				10332 S SAGE CANAL WY	SANDY
28181300070000	LOT	119				10336 S SAGE CANAL WY	SANDY
28181300080000	LOT	120				10340 S SAGE CANAL WY	SANDY
28181300090000	LOT	121				10348 S SAGE CANAL WY	SANDY
28181300100000	LOT	122				10352 S SAGE CANAL WY	SANDY
28181300110000	LOT	123				10356 S SAGE CANAL WY	SANDY
28181300120000	LOT	124				10360 S SAGE CANAL WY	SANDY
28181300130000	LOT	125				10370 S SAGE CANAL WY	SANDY
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28181300290000	LOT	106				10362 S BEETDIGGER BLVD	SANDY
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28181300330000	LOT	102				10384 S BEETDIGGER BLVD	SANDY
28181300340000	LOT	101				10388 S BEETDIGGER BLVD	SANDY
28181300350000	LOT	100				10392 S BEETDIGGER BLVD	SANDY
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28181790210000	LOT	145				10460 S SAGE CANAL WY	SANDY
28181790220000	LOT	146				10462 S SAGE CANAL WY	SANDY
28181790230000	LOT	147				10464 S SAGE CANAL WY	SANDY
28181790240000	LOT	148				10466 S SAGE CANAL WY	SANDY
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28181790260000	LOT	150				10474 S SAGE CANAL WY	SANDY
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28181790280000	LOT	98				10412 S BEETDIGGER BLVD	SANDY

28181790290000	LOT	97			10416 S BEETDIGGER BLVD	SANDY	8-
28181790300000	LOT	96			10422 S BEETDIGGER BLVD	SANDY	8-
28181790310000	LOT	95			10426 S BEETDIGGER BLVD	SANDY	8-
28181790320000	LOT	94			10430 S BEETDIGGER BLVD	SANDY	8-
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28181790460000	LOT	80			254 E SANDY SAGE WY	SANDY	8-
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28181800390000	LOT	42			274 E SANDY SAGE WY	SANDY	8-
28181800400000	LOT	41			276 E SANDY SAGE WY	SANDY	8-
28181800410000	LOT	40			278 E SANDY SAGE WY	SANDY	8-
28181800420000	LOT	39			282 E SANDY SAGE WY	SANDY	8-
28181800430000	LOT	38			284 E SANDY SAGE WY	SANDY	8-
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28182510100000	LOT	29			10540 S SANDY SAGE WY	SANDY	8-
28182510110000	LOT	28			10544 S SANDY SAGE WY	SANDY	8-
28182510120000	LOT	27			10548 S SANDY SAGE WY	SANDY	8-
28182510130000	LOT	26			10552 S SANDY SAGE WY	SANDY	8-

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28182510160000	LOT	23				10564 S SANDY SAGE WY	SANDY	8
28182510170000	LOT	22				10568 S SANDY SAGE WY	SANDY	8
28182510180000	LOT	21				10572 S SANDY SAGE WY	SANDY	8
28182510190000	LOT	20				10578 S SANDY SAGE WY	SANDY	8
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28182510270000	LOT	11				10559 S SANDY SAGE WY	SANDY	8
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28182510290000	LOT	8				10567 S SANDY SAGE WY	SANDY	8
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28182510330000	LOT	6				10577 S SANDY SAGE WY	SANDY	8
28182510340000	LOT	7				10581 S SANDY SAGE WY	SANDY	8
28182510350000	LOT	1				293 E 10600 S	SANDY	8
28182510360000	LOT	2				295 E 10600 S	SANDY	8
28182510370000	LOT	3				297 E 10600 S	SANDY	8
28182510380000	LOT	4				299 E 10600 S	SANDY	8

NonStandard Records Found: 4

Parcel Number	Non Standard Type
28181300024001	PRIVATE ROAD
28181300024001	COMMON AREA
28181300024002	PRIVATE ROAD
28181300024002	COMMON AREA

Date	Comments