

WHEN RECORDED RETURN TO:

Solameer Townhomes L.L.C.
c/o Woodbury Corporation
Office of General Counsel
2733 East Parleys Way, Suite 300
Salt Lake City, UT 84109
(801) 485-7770

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Gary W. Ott
Recorder, Salt Lake County, UT
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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS,
AND RESERVATION OF EASEMENTS,
AND
BYLAWS
FOR
SOLAMEER APARTMENTS
(a part of the planned Solameer Properties Development)**

This Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, and Bylaws for Solameer Apartments, a part of the planned Solameer Properties Development (the "Declaration"), is executed by Solameer Townhomes L.L.C., a Utah limited liability company, of 2733 E. Parleys Way, Suite 300, Salt Lake City, UT 84109 (the "Declarant").

RECITALS:

- A. Solameer Apartments is a residential Apartment Unit development located in Salt Lake County, Utah ("Solameer Apartments," or "Solameer Apartments Project" or the "Project").
- B. The real property subject to the Declaration and comprising the Solameer Apartments Project is described more particularly in Article II below (the "Property").
- C. The Project and Property is subject to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements recorded in the office of the County Recorder of Salt Lake County on August 26, 2010, as Entry No. 11018444 in Book 9852 at Pages 4948 – 5060 of the official records (the "HTC Declaration").
- D. The Solameer Apartments Project shall be granted a non-exclusive cross/reciprocal use easement and shall share certain recreational amenities and facilities with Solameer Townhomes, an adjoining project, which shall include but is not limited to a swimming pool and clubhouse (collectively, "Recreational Amenities") administered by the Recreational Amenities Association, of which the Solameer Apartments Owners Association shall be a member.

(Handwritten initials)

COVENANTS, CONDITIONS, AND RESTRICTIONS

NOW, THEREFORE, Declarant hereby declares that the Property is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied, and enjoyed subject to the following uniform covenants, conditions, restrictions, easements, and equitable servitudes. The protections, covenants, conditions, restrictions, and equitable servitudes are in furtherance of and the same shall constitute a general plan for the ownership, improvement, use, and occupancy of the Property, established to accomplish and further the desires, intentions, and purposes set forth in the Recitals above.

I. DEFINITIONS

When used in this Declaration (including the Article entitled "Recitals"), each of the following terms shall have the meaning indicated.

1. **Apartment Unit** or **Unit** shall mean shall mean an individual living unit constructed upon a Lot. Mechanical equipment and appurtenances located within any one Apartment Unit, or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Apartment Unit; so shall windows and window frames, doors and door frames, and trim. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Apartment Unit or serving only the Unit, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Unit, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the Building within which the Apartment Unit is located shall be deemed to be part of the Unit.
2. **Assessment(s)** shall mean any amount assessed an Owner.
3. **Association** shall mean the managing agent for the Property acting in accordance with this Declaration.
4. **Board of Directors** shall mean the governing board of the Association.
5. **Building** shall mean a structure with a roof and walls, such as the building containing the Apartment Units.
6. **Building Number** shall mean the number, letter or combination thereof designating a particular Building.
7. **Bylaws** shall mean the administrative rules of the Solameer Apartments Owners Association. A copy of the Bylaws is attached as Exhibit "B" to and incorporated in this Declaration by this reference.
8. **City** shall mean the City of Herriman in the State of Utah.



9. **Common Area** or **Common Area and Facilities** shall mean all real property in the Project as shown on the Final Plat and all portions of the Project not specifically included within the individual Lots. This common element includes the conditional right to access and use the Recreational Amenities and all parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Project for the common benefit of the Owner and its successors and assigns.

10. **Common Expense** shall mean all expenses of administration of the Association, enforcement of the Project Documents, and the cost of maintenance, repair, or replacement of the Property and improvements thereto, Buildings, Common Area, including the Association's share of the cost of the Recreational Amenities, excluding the individual expenses of the occupants of the Apartment Units. The rental agreements shall identify those expenses for which the renters/occupants are responsible and those expenses for which the Owner/landlord is responsible.

11. **County Recorder** shall mean the Salt Lake County Recorder.

12. **Declarant** shall mean Solameer Townhomes L.L.C., a Utah limited liability company.

13. **Declaration** shall mean this Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, and Bylaws for Solameer Apartments.

14. **Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, and Bylaws for Solameer Townhomes** shall mean the Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, and Bylaws for Solameer Townhomes as recorded in the office of the Salt Lake County Recorder.

15. **Eligible Insurer** shall mean an insurer or governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

16. **Eligible Mortgagee** shall mean a mortgagee, beneficiary under a trust deed, or lender who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

17. **Eligible Votes** shall mean those votes available to be cast on any issue before the Association or the Board of Directors. A vote which is for any reason suspended is not an "eligible vote."

18. **Entry** shall mean the entry to the Project.

19. **Entry Monument** shall mean the monument designating the Entry.

20. **Final Plat** shall mean the final recorded plat for the Solameer Apartments Subdivision.

21. **Final Plat for Solameer Townhomes** shall mean the final recorded plat for Solameer Townhomes on file in the office of the Salt Lake County Recorder.

22. **Good Landlord Program** shall mean a landlord/tenant initiative sponsored by a municipality.

23. **Land** shall mean all of the real property subject to this Declaration.

24. **Limited Common Area** shall mean that portion of the property (if any) owned by the Association and shown on the Final Plat as dedicated to the exclusive use and enjoyment of a particular Apartment Unit or Units.

25. **Lot(s)** shall mean a subdivided lot as shown on the Final Plat. A Lot is a separate physical part of the Property intended for independent use. The term Lot shall include when the context clearly requires, the Apartment Unit constructed thereon. Each Lot shall be assigned a separate "parcel" or "tax identification" number by the appropriate governmental agency.

26. **Lot Number** shall mean the number, letter or combination thereof designating a particular Lot.

27. **Mortgage** shall mean both a first mortgage or first deed of trust on the Property or any Building or Lot.

28. **Mortgagee** shall mean a mortgagee under a first mortgage or a beneficiary under a first deed of trust on the Property or any Building or Apartment Units.

29. **Owner(s)** shall mean the owner of the Property and/or a Lot. There is a presumption that the Person who is the owner of record in the official records of the office of the County Recorder of Salt Lake County, Utah of a fee or an undivided fee interest in the Property and/or a Lot is the "Owner". A mortgagee or a beneficiary or trustee under a deed of trust is not considered the owner unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

30. **Person** shall mean a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

31. **Period of Declarant's Control** shall mean the period of administration or time during which the Declarant may appoint the Board of Directors.

32. **Project** shall mean this the Solameer Apartments Project as described on Exhibit "B" and by this reference incorporated herein.

33. **Project Documents** shall mean this Declaration and the Bylaws, Rules and Regulations, and Articles of Incorporation.

j) **All Other Acts.** The right, power, and authority to perform any and all other acts, and to enter into any other transactions which may be reasonably necessary for the Board of Directors to perform its functions on behalf of the Association.

5. **Nuisance.** No act or omission shall be allowed to bother, annoy, or disturb other residents, or interfere with the quiet and peaceful enjoyment of the premiss.

6. **Motor Vehicles.** The Board of Directors shall adopt Rules for the driving and parking of motor vehicles and trailers

7. **Pets.** The Board of Directors shall adopt Pet Rules. No pets, animals, livestock or poultry of any kind shall be bred in, on or about the Project. The Pet Rules adopted by the Board of Directors may allow, condition, or prohibit pets. The Board of Directors may require a pet deposit or a pet registration fee. Pets may not create a nuisance.

8. **Insurance.** Nothing shall be done or kept in, on or about any Apartment Unit or in the Common Area, or any part thereof, which may result in the cancellation of the insurance on the Property or an increase in the rate of the insurance on the Property, over what the Board of Directors, but for such activity, would pay.

9. **Laws.** Nothing shall be done or kept in, on or about any Apartment Unit or Common Area, or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

10. **Liability for Damages.** Persons are liable to the Association and/or other residents and their guests or invitees for damages they cause to person or property.

11. **Recreational Amenities.** Renters may be permitted by the Owner/landlord to access and use the Recreational Amenities, subject to its governing documents.

12. **Flags, Signs, Religious and Holiday Displays.** The Association may not prohibit the display of a U.S. flag inside an Apartment Unit or Limited Common Area, if the care of the flag and display is consistent with federal law. The Association may control and restrict the display of a flag in the Common Area. The rights of Owner or Owners and occupants to display religious and holiday signs, symbols, and decorations on their Apartment Units of the kinds normally displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt time, place, and manner restrictions regulating displays which are visible from outside the Apartment Unit.

13. **Rental Agreements.**

a) Rental agreements shall be in writing and copies shall be delivered to the Board of Directors upon request.

b) Apartment Units may not be rented for transient, vacation, hotel, seasonal, or short-term purposes.

- c) Rentals shall have an initial term of at least thirty (30) days.
- d) Daily or weekly rentals are prohibited.
- e) Individual rooms within an Apartment Unit may not be rented to separate individuals and less than an entire Apartment Unit may not be rented without the express written consent of the Board of Directors.
- f) Renters shall be subject to and must abide by this Declaration.
- g) A material violation of this Declaration shall be considered a material breach of the rental agreement.
- h) If an Owner enters into a lease/option agreement for an Apartment Unit, it shall be considered expressly conditioned upon the conversion of the ownership status of the Property to a condominium ownership or other common ownership scheme.
- i) The Board of Directors may but is not obligated to require a crime-free addendum or that landlords participate in city Good Landlord Programs.

14. Easements.

a) Grant of Easements. Declarant hereby reserves to itself and hereby grants to the Recreational Amenities Association, Solameer Apartments Association, Solameer Townhomes Association, and the Owners, their successors and assigns, a non-exclusive, perpetual, right-of-way and easement to, from, over, under, across and through the following land (the "Easement Area"):

- Recreational Amenities Property; and
- Solameer Apartments Property; and
- Solameer Townhomes Property

for the purpose of access (pedestrian and vehicular), ingress and egress, and to operate, regulate, use, maintain, repair, and replace said properties and the Recreational Amenities. This includes the right of the City and emergency and service vehicles to access said properties.

b) Common Use of Easement. The non-exclusive easements created hereby and the Easement Area are to be used in common by the Solameer Apartments, Solameer Townhomes and Recreational Amenities Associations, and the individual Owners.

c) Construction Easement. The Declarant hereby reserves for itself and its affiliates and assigns a temporary construction easement over, to, from, under, across and through the following land (the "Construction Easement Area"):

- Recreational Amenities Property; and
- Solameer Apartments Property; and

21. **Amendment.** Declarant expressly reserves and is hereby granted the unilateral right to amend this Declaration.

22. **Interpretation.** To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration 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 genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

23. **Covenants to Run with Land.** This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Association, all other signatories hereto, all parties who hereafter acquire any interest in a Lot or Apartment Unit in the Project, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner of a Lot or occupant of a Apartment Unit shall comply with, and all interests in all Lots and Apartment Units shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot or Apartment Unit in the Project, the party acquiring such interest consents to, and agrees to be bound by and subject to each and every provision of this Declaration.

24. **Enforcement and Right to Recover Attorneys' Fees.** Should the Association or Board of Directors be required to take action to enforce the Project Documents or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, the substantially prevailing party is entitled to injunctive relief and/or damages, including reasonable attorneys' fees and related costs.

25. **Agent for Service of Process.** The President of the Association is the person to receive service of process in the cases authorized by the Act and the office.

26. **Fines.** The Association may assess fines against Owner or Owners and Apartment Units for violations of the Project Documents.

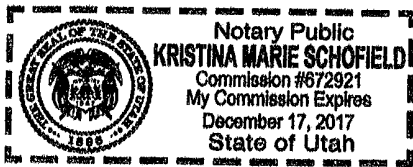
27. **Business Judgment.** The Board of Directors may exercise its business judgment in deciding whether to impose sanctions or pursue legal action against violators and shall consider common concerns when taking or deciding not to take formal action, such as a weak legal position, conflict with current law, technical violations, minor or collateral issue, and whether or not it is in Association's best interests to pursue the matter and, if so, to what extent.

28. **Fair and Reasonable Notice.** Anything to the contrary notwithstanding, when notice is required fair and reasonable notice must be provided. Notice given in accordance with the provisions of the Utah Revised Nonprofit Corporations Act or notice by text message, e-mail, text message, the Association website, or other electronic notice shall be considered fair and reasonable



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

On the 28 day of FEBRUARY 2014, before me personally appeared O. RANDALL WOODBURY and JEFFREY K. WOODBURY, to me personally known, who being by me duly sworn did say that they are the President and Vice-President of WOODBURY CORPORATION, known to be the Manager of Woodbury Strategic Partners Management L.L.C., a Utah limited liability company, known to be the Manager of WSP Truffles L.L.C., a Delaware limited liability company, known to be the general Partners of Woodbury Strategic Partners Fund, L.P. a Delaware limited partnership, Manager of GSW Properties L.L.C., a Utah limited liability company, Manager of SOLAMEER TOWNHOMES L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



Kristina Marie Schofield
Notary Public

[Handwritten initials]

EXHIBIT "A"
LEGAL DESCRIPTION OF LAND

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, HERRIMAN CITY, UTAH.

COMMENCING AT A POINT WHICH LIES NORTH 00°20'50" EAST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 53.00 FEET AND NORTH 89°35'47" WEST, A DISTANCE OF 13.21 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT LIES ON THE NORTHERLY RIGHT OF WAY LINE OF 13400 SOUTH STREET; AND TRAVERSING THENCE NORTH 89°35'47" WEST, A DISTANCE OF 537.91 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 00°11'38" EAST, A DISTANCE OF 228.86 FEET; THENCE NORTH 55°39'37" EAST, A DISTANCE OF 102.86 FEET; THENCE ALONG AN ARC 26.90 FEET TO THE RIGHT, HAVING A RADIUS OF 62.50 FEET, THE CHORD OF WHICH IS NORTH 67°59'33" EAST, FOR A DISTANCE OF 26.70 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 14.78 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS NORTH 37°58'37" EAST, FOR A DISTANCE OF 13.47 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG AN ARC 29.62 FEET TO THE LEFT, HAVING A RADIUS OF 85.00 FEET, THE CHORD OF WHICH IS NORTH 14°21'18" WEST, FOR A DISTANCE OF 29.48 FEET; THENCE NORTH 24°20'23" WEST, A DISTANCE OF 2.20 FEET; THENCE ALONG AN ARC 9.82 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS NORTH 52°27'55" WEST, FOR A DISTANCE OF 9.43 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 7.64 FEET TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, THE CHORD OF WHICH IS NORTH 74°20'23" WEST, FOR A DISTANCE OF 7.62 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 9.82 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS SOUTH 83°47'09" WEST, FOR A DISTANCE OF 9.43 FEET; THENCE NORTH 34°20'23" WEST, A DISTANCE OF 30.00 FEET; THENCE ALONG AN NON-TANGENT ARC 9.82 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS NORTH 27°32'05" EAST, FOR A DISTANCE OF 9.43 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 11.35 FEET TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, THE CHORD OF WHICH IS NORTH 08°42'00" EAST, FOR A DISTANCE OF 11.30 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 9.13 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS NORTH 08°10'29" WEST, FOR A DISTANCE OF 8.82 FEET; THENCE NORTH 34°20'23" WEST, A DISTANCE OF 76.01 FEET; THENCE ALONG AN ARC 11.19 FEET TO THE LEFT, HAVING A RADIUS OF 382.50 FEET, THE CHORD OF WHICH IS NORTH 35°10'40" WEST, FOR A DISTANCE OF 11.19 FEET; THENCE ALONG AN NON-TANGENT ARC 15.89 FEET TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, THE CHORD OF WHICH IS NORTH 54°13'34" WEST FOR A DISTANCE OF 15.63 FEET; THENCE ALONG AN ARC 196.95 FEET TO THE LEFT, HAVING A RADIUS OF 795.00 FEET, THE CHORD OF WHICH IS NORTH 46°37'08" EAST, FOR A DISTANCE OF 196.45 FEET; THENCE NORTH 39°31'18" EAST, A DISTANCE OF 13.60 FEET TO A POINT WHICH LIES ON THE SOUTHERLY RIGHT OF WAY LINE OF HERRIMAN ROSE BOULEVARD; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) ALONG A 15.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 21.79 FEET, THE CHORD OF WHICH IS NORTH 81°07'49" EAST, FOR A DISTANCE OF 19.92 FEET TO A POINT OF REVERSE CURVATURE, (2) ALONG A 366.00 FOOT CURVE TO THE LEFT, A DISTANCE OF 207.89 FEET, THE CHORD OF WHICH IS SOUTH 73°32'01" EAST, FOR A DISTANCE OF 205.11 FEET, (3) SOUTH 89°48'22" EAST, A DISTANCE OF 159.86 FEET, (4) ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 31.42 FEET, THE CHORD OF WHICH IS SOUTH 44°48'22" EAST, FOR A DISTANCE OF 28.28 FEET TO A POINT WHICH LIES ON THE WESTERLY RIGHT OF WAY LINE OF 5195 WEST STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE REMAINING COURSES: (1) SOUTH 00°11'38" WEST, A DISTANCE OF 532.52 FEET, (2) ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 31.49 FEET, THE CHORD OF WHICH IS SOUTH 45°17'56" WEST, FOR A DISTANCE OF 28.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 302,343 SQ. FT. OR 6.941 ACRES, MORE OR LESS.

EXHIBIT "B"
BYLAWS
OF
SOLAMEER APARTMENTS OWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

Section 1.01 Name and Location. The name of the association is SOLAMEER APARTMENTS Owners Association (the "Association"). The principal office of the corporation shall be located at 2733 East Parleys Way, Suite 300, Salt Lake City, Utah 84109, but meetings of Members and Board of Directors may be held at such places within the State of Utah, as may be designated by Board of Directors.

ARTICLE II
DEFINITIONS

Section 2.01 Definitions. Except as otherwise provided herein or as may be required by context, all terms defined in Paragraph 1 of the Declaration shall have such defined meanings when used in these Bylaws.

ARTICLE III
MEETINGS OF MEMBERS OF THE ASSOCIATION

Section 3.01 Annual Meeting. The Association shall meet as often as it deems reasonably necessary but not less than annually at a convenient time and place.

Section 3.02 Special Meetings. Special meetings of the Association may be called at any time by the President, by a majority of the Members of the Board of Directors, or by a petition signed by $\frac{1}{4}$ of the Apartment Units.

Section 3.03 Notice of Meetings. Written notice of a meeting of the Association, regular or special, shall be given to each Owner by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to said Owner addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.04 Quorum. Owners present in person or by proxy at a meeting of the Association shall constitute a quorum for all purposes.

B
A

Section 3.05 Proxies. At all Association meetings, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall be valid only for the meeting for which it is provided.

ARTICLE IV BOARD OF DIRECTORS AND TERM OF OFFICE

Section 4.01 Number. The affairs of the Association shall be managed by a Board of Directors comprised of three (3) natural persons. Each Member must be duly qualified and appointed or elected.

Section 4.02 Replacement. If a Member resigns or is otherwise unable or unwilling to serve, then the remaining Members shall appoint a replacement to complete his term of office.

Section 4.03 Term of Office. Each Member on the Board of Directors shall serve a term of two (2) years; provided, however, at the initial meeting of the Association after the termination of the Period of Declarant's Control, two of the Directors shall be elected for two (2) year terms and one (1) for a one (1) year term. Thereafter all Directors shall be elected for a two (2) year term.

Section 4.04 Compensation. No Member shall receive compensation for any service he may render to the Association as a Director, although he may be reimbursed for his actual expenses incurred in the performance of his duties and may enter into an independent contract to provide other services. A Member may enter into a separate and independent contract with the Association to provide additional services for a fee.

Section 4.05 Voting. Each Member shall have one vote.

Section 4.06 Proxies. A Director may give a written proxy to another member of the Board of Directors if he or she is unable to attend a meeting.

ARTICLE V MEETINGS AND ACTION WITHOUT A MEETING

Section 5.01 Action Taken Without a Meeting. Any action that may be taken at any meeting of Owners or the Board of Directors may be taken without a meeting if the Association delivers a written ballot to every Owner in accordance with Utah Code Ann., Section 16-6a-707 (2002) as it may be amended from time to time (or a written ballot is delivered to every member of the Board of Directors. The ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action. The number of approvals must equal or exceed the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The parties must be provided a fair and reasonable amount of time before the day on the Association or Board of Directors must receive ballots. An amount of time shall be considered fair and reasonable if the Owners (or members) are given at least 15 days from the day on which the notice is mailed, if the notice is mailed by first-class or registered mail; Owners (or members) are given at least 30 days from the day on which the notice



is mailed, if the notice is mailed by other than first-class or registered mail' or considering all of the circumstances, the amount of time is otherwise reasonable. Any action so approved shall have the same effect as though taken at a meeting of the Association or Board of Directors, respectively.

Section 5.02 Action by Written Ballot. Any action that may be taken at any meeting of the Owners or the Board of Directors may be taken without a meeting if the Association delivers a written ballot to every member entitled to vote on the matter in accordance with Utah Code Ann., Section 16-6a-709 (2002) as it may be amended from time to time. Any action so approved shall have the same effect as though taken at a meeting of the Association or Board of Directors, respectively.

Section 5.03 Meetings by Telecommunications. Persons participate in a meeting of the Owners or Board of Directors by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other (or read a transcript of what is being said in real time) during the meeting. A person participating in a meeting by telecommunication shall be considered to be present in person at the meeting.

ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.03 Powers. The Association shall have all of the powers of a Utah non-profit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this Declaration. The Association shall have the power to perform any and all lawful acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association. Without in any way limiting the generality of the foregoing, the Association may act through its Board of Directors and shall specifically have the powers and duties set out in this Article V, including

Section 6.03.1 Assessments. The power and duty to levy Assessments on the Owners, and to enforce payment of such Assessments in accordance with the Declaration.

Section 6.03.2 Association Property. The right to own and/or lease the Association Property and the duty to maintain and manage the Common Areas and Facilities and improvements thereon. In particular the Association shall:

- a. Maintain and repair in an attractive, safe and functional condition the Common Areas and Facilities;
- b. Pay all taxes and Assessments levied upon the Common Areas and Facilities and all taxes and Assessments payable by the Association;
- c. Obtain any water, sewer, gas and electric services needed for the Common Areas and Facilities; and

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d. Do each and every other thing reasonable and necessary to operate the Common Areas and Facilities and the Association.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.01 Enumeration of Officers. The officers of the Association shall be a president and secretary, plus such other officers as the Board of Directors may from time to time by resolution create. The same individual may not hold the office of president and secretary at the same time. The officers need not be Members of the Board of Directors.

Section 7.02 Election of Officers. The Board of Directors shall elect or appoint officers at the first meeting of the Board of Directors during each calendar year.

Section 7.03 Term. Each officer of the Association shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 7.04 Special Appointments. The Board of Directors 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.

Section 7.05 Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.06 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.07 President. The president shall (a) preside at all meetings of the Board of Directors, (b) see that orders and resolutions of the Board of Directors are carried out; (c) sign all contracts; and (d) serve as the delegate to the Recreational Amenities Association if required.

Section 7.08 Secretary. The secretary shall (a) record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Association, (b) keep the corporate seal of the Association and affix it on all papers requiring said seal, (c) serve notice of meetings of the Board of Directors and of the Association, (d) keep appropriate current record showing the Members of the Association together with their addresses; (e) serve as the delegate to the Recreational Amenities Association if required.

if the President is unable to do so; and (f) perform such other duties as may required by the Board of Directors.



**ARTICLE VIII
COMMITTEES**

Section 8.01 Committees. The Board of Directors may appoint such committees as deemed appropriate in carrying out its purpose.

**ARTICLE IX
BOOKS AND RECORDS**

Section 9.01 Books and Records. The books and records shall be kept with detailed accounts of the receipts and expenditures affecting the Property and the administration of the Property specifying the maintenance, repair and any other expenses incurred. The books and records, including any invoices, receipts, bills, proposals, documents, financial statements, and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices.

Section 9.02 Signatures. The Board of Directors shall determine who is required to sign checks, drafts, contracts, and legally binding agreements.

Section 9.03 Bookkeeping. The accounting and financial statements for Association must be kept and prepared by either the property manager or an independent bookkeeper or accountant, who may not be a Director or an officer of the Association. A monthly profit and loss statement, balance sheet, and check register shall be sent or delivered by the bookkeeper or accountant to each Director. The accountant or bookkeeper shall prepare and file all tax returns for the Association.

Section 9.04 Audit. Either a (a) majority vote of the Members of the Board of Directors or (b) majority vote of all of the Owners is necessary and sufficient to require either a Compilation Report, Reviewed Statement or Audited Statement of the Association.

**ARTICLE X
AMENDMENTS**

Section 10.01 Amendment to Bylaws. These Bylaws may only be amended (a) unilaterally by the Declarant until the expiration of the Period of Declarant's Control or (b) the affirmative vote of a majority of the members of the Board of Directors, or (c) a majority of the Owners. In the event of a conflict between the decision of the Owners and the Board of Directors, the former shall in all respects govern and control.

Section 10.02 Conflict Between Articles, Bylaws and Declaration. In the case of any conflict between the Declaration and these Bylaws or Articles, the former shall in all respects govern and control.

Handwritten initials, possibly 'PB', and a circled mark, possibly a '2' or 'B', located in the bottom right corner of the page.

**ARTICLE XI
MISCELLANEOUS**

Section 11.01 Miscellaneous. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

[Signature Pages to Follow]



IN WITNESS WHEREOF, Declarant has executed this instrument the 28th day of February, 2014.

DECLARANT:

SOLAMEER TOWNHOMES L.L.C., a Utah limited liability company

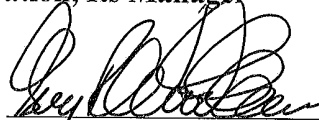
By: GSW PROPERTIES L.L.C., a Utah limited liability company, Its Manager

By: WOODBURY STRATEGIC PARTNERS FUND, L.P., a Delaware limited partnership,

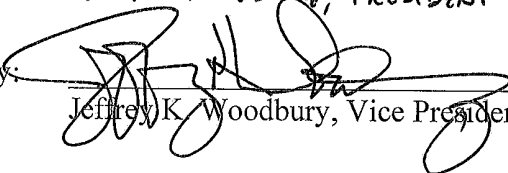
By: WSP TRUFFLES L.L.C., a Delaware limited liability company, Its General Partner

By: WOODBURY STRATEGIC PARTNERS MANAGEMENT L.L.C., a Utah limited liability company, Its Manager

By: WOODBURY CORPORATION, a Utah corporation, Its Manager

By: 

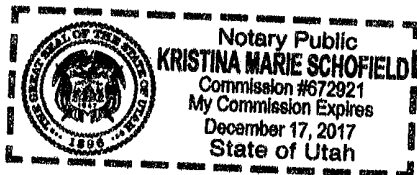
~~G. Randall Woodbury, President~~
GUY R. WOODBURY, PRESIDENT

By: 

Jeffrey K. Woodbury, Vice President

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

On the 28 day of FEBRUARY 2014, before me personally appeared O. RANDALL WOODBURY and JEFFREY K. WOODBURY, to me personally known, who being by me duly sworn did say that they are the President and Vice-President of WOODBURY CORPORATION, known to be the Manager of Woodbury Strategic Partners Management L.L.C., a Utah limited liability company, known to be the Manager of WSP Truffles L.L.C., a Delaware limited liability company, known to be the general Partners of Woodbury Strategic Partners Fund, L.P. a Delaware limited partnership, Manager of GSW Properties L.L.C., a Utah limited liability company, Manager of SOLAMEER TOWNHOMES L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



Kristina Schofield
Notary Public

[Handwritten initials]