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Gary W. Ott  
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MAIL TAX NOTICES TO:  
Andrew Wallace  
Acorn Hills Road Association, Inc.  
124 Young Oak Road  
Salt Lake City, UT 84108

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND  
RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF  
THE ACORN HILLS ROAD ASSOCIATION, INC.**

Parcel Nos.:  
10-32-301-006  
10-32-301-012  
10-32-301-023  
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10-32-301-025  
10-32-302-001  
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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND  
RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF  
THE ACORN HILLS ROAD ASSOCIATION, INC.**

This DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS AND RIGHTS OF WAY of the ACORN HILLS ROAD ASSOCIATION, INC. (the "Declaration") is entered into on this 14<sup>th</sup> day of January, 2015, by and between Acorn Hills Road Association, Inc., a Utah nonprofit corporation (the "Association") and the undersigned owners of those twenty-four (24) lots within Acorn Hills III Subdivision, Emigration Canyon, Salt Lake City, Salt Lake County, Utah (the "Subdivision"). A list of the owners (individually an "Owner" and collectively, the "Owners") and their respective lots (individually a "Lot" and together, the "Lots" is attached hereto as Exhibit A.

1. Purpose of Declaration. The Association has, with contribution from certain Owners of Lots (on which individual residences may or may not have been built), maintained and provided for snow removal from the roadways within the Subdivision. It is the intention of the Owners specified herein that the Association shall continue to provide for maintenance, repair, and improvement of the roadways within the Subdivision, including without limitation, snow removal and surface drainage of water of Young Oak Road and Silver Oak Road (together, the "Roadways"). A plat map and legal description of the Roadways is attached hereto as Exhibit B. Furthermore, it is the intention of the Owners that (a) the Association own the Roadways (as evidenced by the deed recorded concurrently with this Declaration, transferring Lot #10-32-351-005 from its current Owner to the Association); (b) the Association dedicate the Roadways as common area with reciprocal easements granted to the Owners and the Association; and (c) the Association, by and through its individual Owners by virtue of membership in the Association, be responsible for the costs associated with such maintenance, repair, and improvements of the Roadways within the Subdivision. This Declaration is intended and shall supersede in its entirety that certain Road Maintenance Agreement (Acorn Hills Subdivision) recorded July 28, 1989 as Entry No. 4804111 in Book 6146 at Page 1659 in the Official Records of the Salt Lake County Recorder, State of Utah.

2. Agreement to Run With Land. The Association and the individual Owners hereby declare that the Lots, and each of them, are held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied, improved, and otherwise affected in any manner, subject to the provisions of the Declaration, each and all of which are hereby declared to be in furtherance of the purpose set forth herein and are further declared to be for the benefit of the Lots, and each of them, and for each Owner of the same. This Agreement shall constitute a covenant running with the land or as equitable servitudes, as the case may be, and shall be binding upon the parties hereto, their successors, heirs and assigns and all subsequent owners of all or any part of the lots adjacent to or requiring access over the roads in question, together with their grantees, successors, heirs and assigns.

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND  
RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN  
HILLS ROAD ASSOCIATION, INC.**

3. The Association.

3.1 Formation of and Membership in Association. The parties hereto agree to join together in the formation of a nonprofit corporation to be known as the "Acorn Hills Road Association, Inc." and to become members thereof by virtue of ownership of a Lot within the Subdivision. With the exception of Lot #10-32-302-001, Membership in the Association shall thereafter be attached to the separate Lots owned by the parties hereto and shall be appurtenant thereto, and shall be deemed to be conveyed or encumbered with the Lot even though the description in the instrument of conveyance or encumbrance may refer only to the property itself. All persons who thereafter acquire ownership of any Lot, by whatever means, shall automatically become Members of the Association in accordance with its Articles of Incorporation and Bylaws as presently in effect, and as the same may be duly amended from time to time. A copy of the current Articles of Incorporation for the Association are attached hereto as Exhibit C and a copy of the current Bylaws of the Association are attached hereto as Exhibit D. Any Lot that has been legally combined with another Lot shall constitute one Lot hereunder and shall be entitled to one vote.

3.2 General Purpose and Powers. The Association has been and shall remain incorporated as a Utah nonprofit membership corporation to perform functions as provided herein and to further the common interests as they relate to the maintenance, repair and improvement of the Roadways, of all Owners and Lots which may be subject, in whole or in part, to any or all of the provisions, covenants, conditions and restrictions contained herein. The Association is not a condominium project nor is it a cooperative association. The Association owns the Roadways. The Association shall be obligated to assume and perform all functions and obligations imposed upon it or contemplated for it under the Declaration and any similar functions or obligations imposed on it or contemplated for it under any amended Declaration. The Association shall have all powers necessary to effectuate these purposes. The Association shall not engage in commercial, profit-making activities.

3.3 Use of Assessments and General Duties of the Association. The proportionate responsibility of the Members of the Association for the expenses of maintenance, repair and improvement of the Roadway, as well as their proportional representation for voting purposes shall be shared equally by all Owners. In addition to the duties and powers enumerated in its Articles of Incorporation and Bylaws, or provided for herein, without limiting the generality thereof and subject to the limitations of the Board as set forth in the Declaration, the Association, acting through the Board, shall:

(a) Own, maintain, repair and improve the Roadways, including snow removal from the Roadways.

(b) Obtain and maintain such policy or policies of insurance as the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members;

(c) Maintain and repair the asphalt surface of the roads, gutters, retaining walls (landscaped or otherwise), gravel, sumps, curbs, drains, erosion control, reflectors, posts, mirrors, signs and all other parts of the Roadways which now exist or which will be constructed hereafter in or adjacent thereto;

(d) Maintain all drainage facilities and easements owned by the Association, if any;

(e) Pay taxes and assessments, which are or could become a lien on the Roadways as common area, if any, or some portion thereof;

(f) Prepare, disseminate and ask for Member approval of budgets and financial statements at least annually, for the Association and its Members as prescribed herein and as set forth in Utah Code Section 57-8a-214;

(g) Initiate and execute disciplinary proceedings against members of the Association for violations of the provisions of the Declaration or the Association's Articles of Incorporation or Bylaws in accordance with the procedures set forth in the Declaration.

(h) Make available to any prospective purchaser of an affected Lot, any Owner of a Lot, any first mortgagee and the holders, insurers and guarantors of the first mortgage on any Lot, current copies of the Declaration, the Articles of Incorporation, the Bylaws, the rules governing the Lot and other books, records and financial statements of the Association. As used in this subparagraph (h), the word "available" shall mean at least available for inspection upon request during normal business hours;

(i) Assess the Members for other expenses related to the Roadways that the Board of Trustees of the Association deems necessary for their maintenance, operation, use, improvement, and repair; and

(j) Employ a manager and other employees or agents and contract for such services, labor, and materials as the Association may deem necessary to operate and maintain the Roadways and the improvements thereon, and to discharge its other duties as provided herein. Any agreement for professional management of the Association or for services must provide that the management contract may be terminated by either party without cause or payment of a termination fee upon thirty (30) days' prior written notice and the term of such contract shall not exceed one (1) year.

3.4 Restrictions on the Power of the Board. The Association shall be prohibited without prior vote or written assent of a majority of the voting power of the Association, from doing any of the following:

(a) incurring aggregate expenditures for capital improvements to any portion of the Roadways in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;

(b) paying compensation to members of the Board or to officers of the Association for services performed in the normal conduct of the Association's business; provided, however, that the Board may cause a Member or officer to be reimbursed for expenses incurred in carrying on the business of the Association; and

(c) filling a vacancy on the Board created by the removal or resignation of a Board member.

4. Dedication of Roadways, Granting of Reciprocal Easements and Reservations. Certain Lots include portions of the Roadways within their legal descriptions. By virtue of acceptance of the terms contained herein and the recordation of this Declaration against each Lot, each of the undersigned Owners hereby transfers any right, title or interest he, she or it may have in the Roadways to the Association for the purposes stated herein, free and clear of any and all encumbrances and liens, subject to reservations, easements, covenants and conditions then of record. With respect to the Roadways, each Owner and the Association shall have a reciprocal, non-exclusive right and easement of ingress and egress and of enjoyment in, to and over the Roadways, which shall be appurtenant to and shall pass with title to every Lot. It is the intent of the Owners and the Association that such easements are for their mutual benefit, the benefit of their respective families, guests, invitees, tenants and contract purchasers, and that such Roadways be dedicated for the express purpose of access for all users to, from, by and through the Roadways to the individual Lots. The reciprocal easements granted herein are subject to the following provisions:

(a) The perpetual right of the Association to establish uniform rules and regulations pertaining to the use, storage and parking of vehicles, maintenance, repair, operation and improvement of the Roadways;

(b) The perpetual right of the Association in accordance with the Articles, Bylaws and this Declaration with the written assent of a majority of the total voting power of the Association, to borrow money for the purpose of improving the Roadways;

(c) The perpetual right of the Association to dedicate, release, alienate, or transfer the Roadways to any public agency, authority, utility or other person for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, release, alienation or transfer shall be effective without the vote or written consent of a majority of the total voting power of the Association agreeing to such

dedication, release, alienation, or transfer and until an instrument memorializing such consent has been recorded;

(d) The perpetual right of the Association, acting through the Board, to reasonably restrict access to the Roadways for repair, maintenance, improvement and operation; provided, however, that the Roadways shall be promptly restored to proper and useable condition after completion of such repair, maintenance, improvement and operation; and

(e) The perpetual right of those Owners of Lots #10-32-354-013 (Stambaugh), #10-32-354-014 (Alley), #10-32-354-017 (Bennett), #10-32-354-018 (Bennett), #10-32-354-019 (Swanson), #10-32-301-012 (Coudreaut), #10-32-352-026 (Kay) and #10-32-352-027 (Denkers) to a non-exclusive easement for continued use of those portions of the Roadways upon which asphalt driveways currently exist, and for the upkeep and maintenance of such asphalt driveways by such Owners.

5. General Restrictions on All Lots and No Waiver of Use. No Owner of any Lot shall violate the Declaration, Articles or Bylaws of the Association or rules and regulations the Association may adopt, from time to time. No such rules or regulations shall be established which violate or exceed the intention or provisions of the Declaration or which shall unreasonably restrict the use of any Lot by any Owner thereof. No Owner may exempt himself or herself from personal liability for assessments duly levied by the Association, nor release the Lot or other property owned by him or her from the liens and charges hereof, by waiver of the use and enjoyment of the Roadways or by abandonment of his or her Lot or any other property in the Subdivision. Each of the reciprocal easements referred to herein shall be deemed to be established upon recordation of this Declaration and shall be covenants running with the land, for the use and benefit of the Lots, superior to all other encumbrances applied against or in favor of any portion of the Lots which are the subject of this Declaration. In furtherance of the easements provided for in this Declaration, the individual grant deeds to Lots may, but shall not be required to, set forth said easements.

6. Entry on Property for Performance of Duties. Members of the Association shall permit the Board, other Members or persons hired by the Board or Association to perform work on the Roadways to enter their respective Lots for the purpose of gaining access to the Roadways or any of the other parts of the Roadways system. The Association shall be responsible for the repair and cost of repair for any damage to a Member's Lot which is caused by the access provided for herein.

7. Maintenance of Other Roads and Driveways. Any other roads or driveways within the Subdivision that are not included in the description of the Roadways, shall be the responsibility of the individual Owner on whose Lot such road or driveway exists, which shall include maintenance and snow removal. The Association shall have no duty or responsibility related to any road or driveway within the Subdivision that is not the Roadways.

8. Assessments. Each Owner of a Lot within the Subdivision, by acceptance of this Declaration and by acceptance of a deed of Lot transferred after recordation of this Declaration, whether or not it is expressly stated in such deed, is deemed to covenant and agree to pay the Association an annual or regular assessment or charges; a special assessment for capital improvements as provided herein, for the maintenance, repair and improvement of the Roadways; and an emergency assessment. The annual assessment or charges must be in an amount sufficient to include an adequate reserve fund for maintenance, repair, and replacement of the Roadways, that must be accomplished on a periodic basis, and this reserve fund must be collected as a portion of the annual assessment rather than as a special assessment. Each such assessment, together with interest, costs and reasonable attorney fees, shall be the personal obligation of the person who was the Owner of the Lot at the time the assessment was due. The personal obligation for delinquent assessments shall not pass to such person's successors in title, unless personally assumed by them. Any costs related to snow removal shall be assessed only to those Owners of Lots that have residences built upon them; Owners of vacant Lots shall not be assessed for costs related to snow removal until such time as construction of a residence begins on the Lot (i.e., issuance of a building permit).

8.1 Amount of Annual Assessments. The amount and time of payment of annual assessments against each Lot shall be determined by the Board of the Association, giving due consideration to the current maintenance costs and future needs of the Association. Assessments shall be levied against each Owner according to the ratio of number of Lots owned by the Owner assessed to the total number of Lots subject to assessments. The annual assessments against each Lot shall not be increased more than twenty percent (20%) over the annual assessments for the preceding year against each Lot without the vote or written consent of a majority of the total voting power of the Association.

8.2 Special Assessments. In addition to annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying the cost, in whole or in part, of any construction, reconstruction, restoration, repair, replacement or other capital improvement of the Roadways, or any other action or undertaking on behalf of the Association; provided, however, that any such assessment for all Lots for the fiscal year in the aggregate in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year shall be approved by the vote or written assent of a majority of the voting power of the Association.

8.3 Emergency Assessments. The Board may increase assessments necessary for emergency situations. For purposes of this section, an emergency situation is any of the following: (a) an extraordinary expense required by an order of a court; (b) an extraordinary expense necessary to repair or maintain the Roadways where a threat to personal safety on the Roadways is discovered; or (c) an extraordinary expense necessary to repair or maintain the Roadways that could not have been reasonably foreseen by the Board. However, prior to the imposition or collection of such an emergency assessment, the Board shall pass a resolution containing written findings as to the necessity of the

extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the Members of the Association with the notice of assessment.

8.4 Notice and Quorum for Meetings Called Under Section 8.1 and 8.2. Written notice of any meeting called to approve an increase in assessments greater than twenty percent (20%) under Section 8.1 or a special assessment under Section 8.2 shall be sent to all Members not less than ten (10) days and no more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of Members or proxies entitled to cast fifty-one percent (51%) of the voting power of the Association, shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same quorum requirement.

8.5 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each Lot and may be collected on a monthly or quarterly basis, unless some other period for collection is adopted by the Board.

8.6 Date of Commencement of Annual Assessments; Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the date on which this Declaration is recorded in the Office of the Salt Lake County Recorder, Salt Lake City, Utah. The Board of the Association shall fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of each fiscal year of the Association. Written notice of the amount of the annual assessment against each Lot shall be sent to every Owner subject thereto. The due dates shall be established by the Board of the Association. In the event the Board shall determine at any time that the estimate of the annual assessment for the current fiscal year is, or will become, inadequate to meet the expenses of the Association for any reason, the Board shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the total Association expenses and determine the revised amount of the annual assessment against each Lot.

8.7 Reserve Fund. In formulating its budget each year, the Association shall include a reserve fund line item in an amount the Board determines, based on the reserve analysis as set forth below. Within forty-five (45) days after the day on which the Association adopts its annual budget, the Owners may veto the reserve fund line item by a fifty-one percent (51%) vote of the voting power of the Association at a special meeting called by the Owners for the purpose of voting whether to veto the reserve fund line item. If the Owners veto a reserve fund line item, and a reserve fund line item exists in a previously approved annual budget of the Association that was not vetoed, the Association shall fund the reserve account in accordance with that prior reserve fund line item. All amounts collected as reserves, whether pursuant to this Section or otherwise, shall be deposited by the Board into a separate bank account to be held in trust for the purposes for which they are collected and are to be segregated from any other funds of the Association. Such reserves shall be deemed a contribution to the capital account of the Association by the Members. The Board may not use money in a reserve fund for daily maintenance expenses, unless a majority of association members vote to approve



the use of reserve fund money for that purpose; or any purpose other than the purpose for which the reserve fund was established. The Association shall comply with the requirements set forth in Utah Code Section 57-8a-211 concerning reserve funds and reserve fund analysis, including the following:

(a) Cause a reserve analysis to be conducted no less frequently than every six (6) years; and

(b) Review and, if necessary, update a previously conducted reserve analysis no less frequently than every three (3) years.

Any reserve fund analysis shall include: (a) a list of the components identified in the reserve analysis that will reasonably require reserve funds; (b) a statement of the probable remaining useful life, as of the date of the reserve analysis, of each component identified in the reserve analysis; (c) an estimate of the cost to repair, replace, or restore each component identified in the reserve analysis; (d) an estimate of the total annual contribution to a reserve fund necessary to meet the cost to repair, replace, or restore each component identified in the reserve analysis during the component's useful life and at the end of the component's useful life; and (e) a reserve funding plan that recommends how the Association may fund the annual contribution described in subsection (d).

The Association shall annually provide Owners a summary of the most recent reserve analysis or update and provide a copy of the complete reserve analysis or update to an Owner who requests a copy.

#### 8.8 Effect of Nonpayment of Assessments; Remedies of the Association.

Each Owner of any Lot hereby covenants and agrees to pay to the Association each of the assessments provided for in this Declaration; and agrees to the enforcement of all such assessments in the manner specified herein. In addition, a late charge of ten percent (10%) of the delinquent assessment shall be assessed on any assessment not paid within fifteen (15) days after the date on which it becomes due. Any assessment, including late charges due hereunder, not paid within thirty (30) days after the assessment becomes due shall thereafter bear interest at the annual percentage rate not to exceed eighteen percent (18%) interest. In the event an attorney or attorneys are employed for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms or conditions of this Declaration, each Owner agrees to pay the reasonable attorney fees and costs incurred in addition to any other amounts or any other relief or remedy obtained against the Owner. In addition to any other remedies herein or provided by law, the Board or its authorized representative, may enforce obligations of the Owners to pay the assessments provided for in this Declaration, in any manner, provided by law or equity, without any limitation to the foregoing, by either or both of the following procedures:

(a) Enforcement By Suit. By commencement and maintenance of a suit at law against any Owner or Owners personally obligated to pay assessments for such delinquent assessments as to which they are personally obligated, such suit to be

maintained in the name of the Association. Any judgment rendered in any such action shall include the amount of delinquency, together with interest thereon as provided for herein, costs of collection, court costs, and reasonable attorney fees, in such amount as the Court may adjudge against the delinquent Owner. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving a lien hereinafter provided for.

(b) Enforcement By Lien. There is hereby created a claim of lien, with power of sale, on each and every Lot to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots pursuant to this Declaration, together with interest thereon as provided for herein, and all costs of collection including reasonable attorney fees which may be paid or incurred by the Association in connection therewith,. At any time after the occurrence of any delinquency in the payment of any such assessment, the Board or any authorized representative thereof may make a written demand for payment to the delinquent Owner. Further, the Board shall provide a written statement indicating any unpaid assessment with respect to a Lot covered by the request upon the written request of any Owner and payment of a reasonable fee not to exceed \$10. In either case, such demand or written statement shall state the date and amount of the delinquency. Each delinquency shall constitute a separate basis for a demand or claim or lien or a lien, but any number of defaults may be included within a single demand or claim of lien and any demand or claim of lien or lien on account of prior delinquencies shall be deemed to include subsequent delinquencies and amounts due on account thereof. If such delinquency is not paid within ten (10) days after delivery of such demand or written notice, the Board or its duly authorized representative may thereafter elect to file and record a claim of lien on behalf of the Association against the Lot of the defaulting Owner in the Office of the Salt Lake County Recorder. Such claim of lien shall be executed and acknowledged by any officer of the Association and shall contain substantially the following information:

- (i) The name of the record Owner;
- (ii) The legal description of the Lot against which the claim of lien is made;
- (iii) The total amount claimed to be due and owing for the amount of the delinquency, interest, collection costs, and estimated attorney fees;
- (iv) That the claim of lien is made by the Association pursuant to this Declaration and Utah law;
- (v) That the lien is claimed against said Lot in an amount equal to the amount stated, together with all other amounts becoming due from time to time in accordance with this Declaration; and
- (vi) The name and address of the trustee authorized by the Association to enforce the lien by sale through non-judicial foreclosure.

Upon recordation of a duly executed original or copy of such claim of lien, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of this Declaration, except for tax liens for real property, taxes on any Lot, assessments on any Lot in favor of any municipality or other governmental assessing unit, and certain trust deeds as provided for below. Any such lien may be foreclosed by appropriate action in court or in the manner provided by applicable laws for the foreclosure of a deed of trust with power of sale, or in any other manner permitted by law; provided, however, that at least thirty (30) calendar days before initiating a nonjudicial foreclosure, the Association shall provide notice to the Owner of the Lot that is the intended subject of the nonjudicial foreclosure as set forth in Utah Code Section 57-8a-303. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in court, as trustee for the purpose of conducting such nonjudicial foreclosure. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Owners and shall secure payment of all sums set forth in the claim of lien, together with sums becoming due and payable in accordance with this Declaration after the date of recordation of said claim of lien. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey the Lot. In the event such foreclosure is by action in court, reasonable attorney fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the maximum extent permitted by law. Each Owner, by becoming an Owner of a Lot, expressly waives any objection to enforcement and foreclosure of a lien in this manner. Upon a timely curing of any default for which a notice of claim of lien was filed by the Board and the payment of all sums secured by the lien created by the recordation of such claim of lien, the Board shall cause an officer of the Association to file and record an appropriate release of claim of lien in the Office of the Salt Lake County Recorder. No Owner may waive or otherwise escape liability for the assessments contained in this Declaration by non-use or abandonment of the Owner's Lot.

8.9 Subordination of Certain Trust Deeds. The lien for the assessments provided for herein in connection with a given Lot shall not be subordinate to the lien of any deed of trust or mortgage, except the lien of a first deed of trust or first mortgage, or contract of sale given and made in good faith and for value that is of record as an encumbrance against the given Lot prior to the recordation of a claim of lien for the assessments provided for in this Declaration against the given Lot (such deed of trust or mortgage being hereinafter referred to as a "prior deed of trust"). The sale or transfer of any Lot shall not affect any assessment lien created pursuant to the term of this Declaration to secure assessments becoming due whether prior to, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent assessments as provided above in this Section; provided, however, that the sale or transfer of any Lot pursuant to a judicial foreclosure or foreclosure by power of sale of a prior deed of trust, or proceeding in lieu of foreclosure or a prior deed of trust, shall extinguish any assessment lien which has attached and become effective with regard to the Lot being so transferred prior to the

time of such sale or transfer, and shall prohibit the recordation of any assessment lien against such Lot on account of assessments which became due prior to the date of such sale or transfer; provided, however, that there shall be a lien on the interest of the purchaser at such sale which shall attach, be created and become effective and be foreclosed in accordance with this Declaration and which shall secure all assessments becoming due after the date of any such sale or transfer. For the purposes of this section, a sale or transfer of a Lot shall occur on the date of recordation of a deed or other instrument of title evidencing the conveyance of record title to the Lot.

8.10 Fines. The Board of the Association may assess a fine against an Owner for violation of this Declaration, the Articles of Incorporation, the Bylaws, or any rules and regulations properly adopted by the Board. Before assessing a fine, the Board shall (a) notify the Owner of the violation; and (b) inform the Owner that a fine will be imposed if the violation is not remedied within the time provided. A fine assessed by the Board shall be made only for a violation of a rule, covenant, condition or restriction that is specifically listed in this Declaration, the Articles of Incorporation, the Bylaws, or any rules and regulations properly adopted by the Board. A fine assessed by the Board shall be in the amount specifically provided for in this Declaration, the Articles of Incorporation, the Bylaws, or any rules and regulations properly adopted by the Board for that specific violation, or in an amount commensurate with the nature of the violation and shall accrue interest and late fees as provided for in this Section 8. Unpaid fines may be collected as an unpaid assessment as set forth in this Section 8. An Owner who is assessed a fine under this subsection 8.10 may request an informal hearing to protest or dispute the fine within thirty (30) days after the day on which such fine is assessed. A hearing requested by an Owner shall be conducted in accordance with the standards provided in this Declaration, the Articles of Incorporation, the Bylaws, or any rules and regulations properly adopted by the Board. No interest or late fees may accrue until after the hearing has been conducted and a final decision has been rendered. An Owner may appeal a fine issued by the Association by initiating a civil action, if the Owner timely requested an informal hearing, within one hundred eighty (180) days after the day on which a final decision from the informal hearing is issued, or if the Owner did not file a timely request for an informal hearing, within one hundred eighty (180) days after the day on which the time to request an informal hearing expires.

9. Eminent Domain. The term "taking" as used in this Section shall mean by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or a portion of the Roadways or the improvements thereon, the Owners hereby appoint the Board and such persons as the Board may delegate to represent the Owners in connection with the taking. The Board shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Association. In the event of the taking of less than all of the Roadways, the assessments payable by Members shall be reduced accordingly, and in the case of some Members, their obligation may be eliminated entirely. In the event of a total taking of the Roadways, the Board may, in its

sole discretion, retain any award in the general funds of the Association and distribute pro rata all or a portion thereof to the Owners.

10. Limited Liability. No Member of the Association, no officer of the Association, and no manager or other employee of the Association shall be personally liable to any Owner, Member, or any other person including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, any manager or employee of the Association or any committee, committee member, or officer of the Association. The limitations set forth in this Section shall not apply to any person who has failed to act in good faith or has engaged in willful or intentional misconduct.

11. Insurance. The Association shall obtain, and to the extent reasonably available, the following insurance coverage. Such coverage may be changed by the Members, from time to time, in their sole and absolute discretion.

11.1 General Liability Insurance. Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than \$1,000,000. Such insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, operation, and maintenance of the Roadways which is the Association is obligated to maintain under this Declaration. The cost of such General Liability Insurance, and any additional costs of any claims made under such policy shall be shared equally among all Members of the Association.

11.2 Other Insurance. Such other insurance as the Board shall determine from time to time to be appropriate to protect the Association or the Members.

11.3 Insurance Provisions. Each insurance policy purchased by the Association shall, to the extent reasonably available, contain the following provisions:

(a) The insurer issuing such policy shall have no rights of subrogation with respect to claims against the Association or its agents, servants or employees, or with respect to claims against Members or Owners;

(b) No act or omission by any Member or Owner will void the policy or adversely affect recovery on the policy;

(c) The coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased by Members or Owners;

(d) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner, Member, or houseguests of a Member because of the negligent acts of the Association or other Owners, Members, or Members' invitees, families, licensees, or guests;

(e) A statement naming the Association as the insured (and if reasonably possible, the Owner of each Lot as additional insureds); and

(f) For policies of hazard insurance, a standard mortgagee clause providing that the insurance carrier shall notify any mortgagee named in the policy at least ten (10) days in advance of the effective date of any substantial modification, reduction or cancellation of the policy.

11.4 Certificates of Insurance. An insurer which has issued an insurance policy under this section shall issue a certificate or a memorandum of insurance to the Association and, upon request, to any Member, Owner or Mortgagee. Any insurance obtained pursuant to this section shall not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association and to each Member and Owner to whom certificates of insurance have been issued.

11.5 Payment of Premiums. The premiums for any insurance obtained by the Association pursuant to this Declaration shall be included in the budget of the Association and shall be paid by the Association.

11.6 Payment of Insurance Proceeds. With respect to any loss to the Roadways and associated property covered by property insurance obtained by the Association, the loss shall be adjusted with the Association, and the insurance proceeds shall be payable to the Association and not to any mortgagee. The proceeds shall be disbursed for the repair or restoration of the damage to the Roadways and associated property.

11.7 Repair and Replacement of Damaged or Destroyed Property. Any portion of the Roadways and associated property that are damaged or destroyed shall be repaired or replaced promptly by the Association unless repair or replacement would be illegal under any state or local health or safety statute or ordinance. The cost of repair or replacement in excess of insurance proceeds and reserves shall be paid by the Association. If only a portion of the Roadways or associated property is damaged, insurance proceeds attributable to such portion shall be used to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance and the remainder of the proceeds shall, as the Board shall determine in its sole and exclusive discretion, either: (i) be retained by the Association as an additional capital reserve; (ii) be used for payment of operating expenses of the Association if such action is approved by the affirmative vote or written consent, or any combination thereof, of Members representing more than fifty-one percent (51%) of the votes in the Association; or (iii) shall be distributed to Members on a pro-rata basis.

## 12. Damage or Destruction.

12.1 Association as Attorney-in-Fact. Each Member hereby irrevocably constitutes and appoints the Association as such Member's true and lawful attorney-in-

fact in such Member's name, place, and stead for the purpose of dealing with Roadways and associated property upon damage or destruction as provided in this section. As attorney-in-fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Member that may be necessary or appropriate to exercise the powers granted to the Association as attorney-in-fact. All insurance proceeds shall be payable to the Association except as otherwise provided in this Declaration.

12.2 Estimate of Damages or Destruction. As soon as practical after an event causing damage to or destruction of any part of the Roadways and associated property, the Association shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of that part of the Roadways, and associated property so damaged or destroyed. "Repair and reconstruction" as used in this section means restoring the damaged or destroyed property to as near its original condition as possible in which it existed prior to the damage or destruction.

12.3 Repair and Reconstruction. As soon as practical after obtaining estimates, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Roadways and associated property. As attorney-in-fact for the Members, the Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Member shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

12.4 Funds for Repair and Reconstruction. The proceeds received by the Association from any hazard insurance shall be used for the purpose of repair, replacement, and reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Association may, pursuant to this Declaration and the Association's Bylaws, levy, assess, and collect in advance from all Members, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair and reconstruction.

12.5 Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Association and the amounts received from special assessments constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from any special assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall, at the discretion of the Board, be held in the Association's general account for future use to pay annual expenses and for any capital costs.

12.6 Notice to Eligible Mortgagees. The Association shall give timely written notice to any holder of any eligible mortgage on a Lot who requests such notice in writing in the event of substantial damage to or destruction of a material part of the Roadways, and associated property.

13. General Provisions.

13.1 Duration of Declaration. Any provision, covenant, condition or restriction contained in this Declaration or any supplement or amendment thereto which is subject to Utah's statutory or common law rule against perpetuities shall remain in full force and effect for the statutory period plus fifty years or until this Declaration is terminated as hereinafter provided, whichever first occurs; provided, however, that unless at least one year prior to said time of expiration, there is recorded an instrument directing the termination of this Declaration executed by the Owners of at least percent (90%) of the Lots then subject to this Declaration, this Declaration shall continue automatically for an additional ten (10) years.

13.2 Amendment or Revocation. At any time while any provision, covenant, condition, or restriction contained in this Declaration or any supplement or amendment thereto is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal, executed by the Owners of not less than sixty-seven percent (67%) of the Lots then subject to this Declaration. No such amendment or repeal shall be effective with respect to the holder or successor or assign of the holder of a mortgage or deed of trust recorded prior to the recording of the instrument specifying the amendment or repeal unless such holder executes said instrument.

13.3 Severability. Invalidity or unenforceability of any provision of this Declaration or of any supplement or amendment thereto in whole or in part shall not affect the validity or enforceability of any other provision of valid and enforceable part of a provision of this Declaration.

13.4 Captions. The captions and headings in this Declaration are for convenience only and shall not be considered in construing any provision, restriction, covenant, or condition contained in this Declaration.

13.5 No Waiver. Failure to enforce any provision, restriction, covenant, or condition in this Declaration or in any supplement or an amendment thereto shall not operate as a waiver of any such provision, restriction, covenant, or condition, or of any other provision, restriction, covenant, or condition.

13.6 Venue/Jurisdiction. The internal laws of the State of Utah shall govern the validity, construction, and enforceability of this Declaration or any supplement or amendment thereto, without giving effect to its conflict of laws principles. All suits, actions, claims, and causes of action relating to the construction, validity,



performance, and enforcement of this Declaration or any supplement or amendment thereto, shall be brought and adjudicated in the courts of Salt Lake County, Utah.

13.7 Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

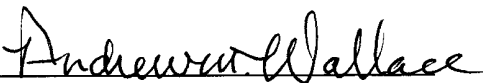
13.8 Counterparts. This Declaration may be executed with multiple counterpart signature pages.

13.9 Attorney's Fees. Should any litigation, action, arbitration, or other proceeding be commenced between the parties to this Declaration, in addition to any other relief which may be granted, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees incurred therein.

13.10. Notice. Notice that the Association provides by a method allowed under Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act, constitutes fair and reasonable notice. Notice otherwise provided by the Association constitutes fair and reasonable notice if: (a) the method is authorized by this Declaration, the Articles of Incorporation, the Bylaws, or any rules and regulations properly adopted by the Board; and (b) considering all the circumstances, the notice is fair and reasonable. The Association may provide notice by electronic means, including email or the association's website. Notwithstanding such means of electronic notice, an Owner may, by written demand, require the Association to provide notice to the Owner by mail.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. is hereby acknowledged and agreed to by the initial Board of the Association and the Owners as of the date set forth in the first paragraph.

**ACORN HILLS ROAD ASSOCIATION, INC.**,  
a Utah nonprofit corporation

By:   
Andrew Wallace, President

By:   
Sarah Lloyd Bennett, Secretary

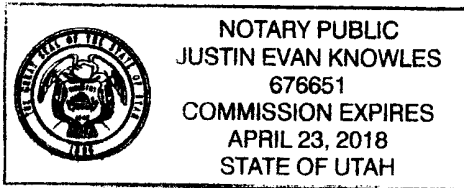
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND  
RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN  
HILLS ROAD ASSOCIATION, INC.

PAGE 16 OF 46

BK 10295 PG 4214

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

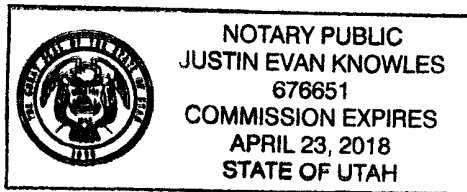
On this <sup>3<sup>rd</sup></sup> ~~14<sup>th</sup>~~ day of <sup>FEBRUARY</sup> ~~JANUARY~~, 2015, personally appeared before me Andrew Wallace, who being duly sworn did say that he is the duly elected President of the Acorn Hills Road Association, Inc., that he signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. on behalf of the Association by authority of its bylaws, and acknowledged to me that he executed the same.



  
UTAH NOTARY PUBLIC

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

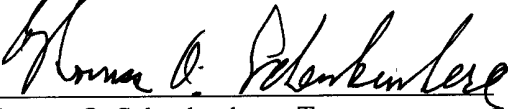
On this <sup>3<sup>rd</sup></sup> ~~14<sup>th</sup>~~ day of <sup>FEBRUARY</sup> ~~JANUARY~~, 2015, personally appeared before me Sarah Lloyd Bennett, who being duly sworn did say that she is the duly elected Secretary of the Acorn Hills Road Association, Inc., that she signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. on behalf of the Association by authority of its bylaws, and acknowledged to me that she executed the same.



  
UTAH NOTARY PUBLIC

**LOT 10-32-301-006:**


THE SCHENKENBERG CURREY FAMILY TRUST

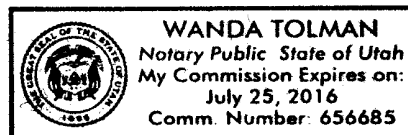
  
Thomas O. Schenkenberg, Trustee

Dated: 1/16/15

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

On this 16<sup>th</sup> day of January, 2015, personally appeared before me Thomas O. Schenkenberg, trustee of the Schenkenberg Currey Family Trust, who being duly sworn did say that he signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that he executed the same.

  
UTAH NOTARY PUBLIC



DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND  
RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN  
HILLS ROAD ASSOCIATION, INC.



LOT 10-32-01-023:

*[Signature]*  
\_\_\_\_\_  
James A. Rasmussen

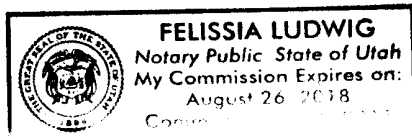
Dated: 1/14/15

*[Signature]*  
\_\_\_\_\_  
Margarita Rasmussen

Dated: 1/14/15

STATE OF UTAH                     )  
   :SS  
COUNTY OF SALT LAKE     )

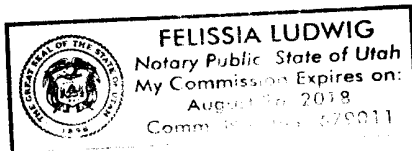
On this 14<sup>th</sup> day of January, 2015, personally appeared before me James A. Rasmussen, who being duly sworn did say that he signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that he executed the same.



*[Signature]*  
\_\_\_\_\_  
UTAH NOTARY PUBLIC

STATE OF UTAH                     )  
   :SS  
COUNTY OF SALT LAKE     )

On this 14<sup>th</sup> day of January, 2015, personally appeared before me Margarita Rasmussen, who being duly sworn did say that she signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that she executed the same.



*[Signature]*  
\_\_\_\_\_  
UTAH NOTARY PUBLIC

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND  
RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN  
HILLS ROAD ASSOCIATION, INC.

LOT 10-32-301-024:

[Signature]  
Corrine K. Welt

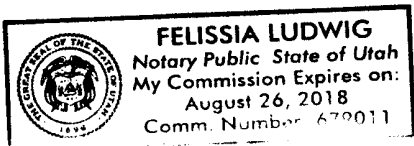
Dated: 1/14/15

[Signature]  
Frederick G. P. Welt

Dated: 1/14/15

STATE OF UTAH            )  
  :SS  
COUNTY OF SALT LAKE )

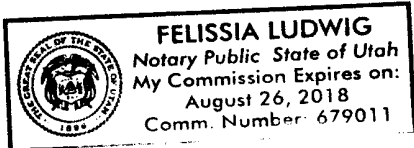
On this 14<sup>th</sup> day of January, 2015, personally appeared before me Corrine K. Welt, who being duly sworn did say that she signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that she executed the same.



[Signature]  
UTAH NOTARY PUBLIC

STATE OF UTAH            )  
  :SS  
COUNTY OF SALT LAKE )

On this 14<sup>th</sup> day of January, 2015, personally appeared before me Frederick G.P. Welt, who being duly sworn did say that he signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that he executed the same.



[Signature]  
UTAH NOTARY PUBLIC

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN HILLS ROAD ASSOCIATION, INC.**

LOT 10-32-301-025:

  
David B. Mann

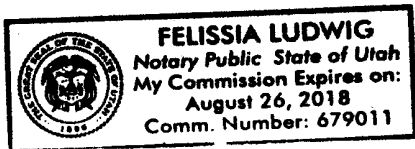
Dated: 1/14/15

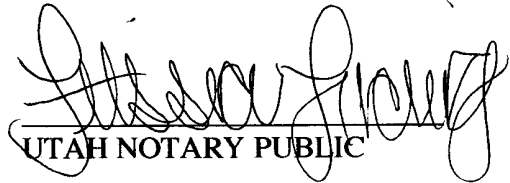
  
Nina M. Mann

Dated: 1/14/15

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

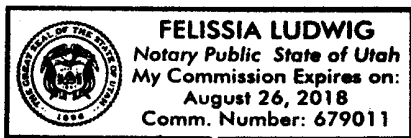
On this 14<sup>th</sup> day of January, 2015, personally appeared before me David B. Mann, who being duly sworn did say that he signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that he executed the same.

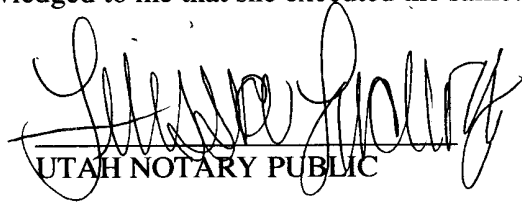


  
UTAH NOTARY PUBLIC

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

On this 14<sup>th</sup> day of January, 2015, personally appeared before me Nina M. Mann, who being duly sworn did say that she signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that she executed the same.



  
UTAH NOTARY PUBLIC

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN HILLS ROAD ASSOCIATION, INC.

LOT 10-32-302-001:

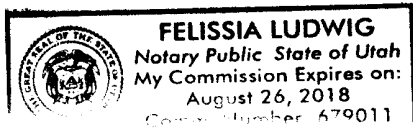
BRIAN M. PASTON REVOCABLE LIVING TRUST

By: Brian M. Paston  
Brian M. Paston, Trustee

Dated: 1/14/15

STATE OF UTAH            )  
  :ss  
COUNTY OF SALT LAKE )

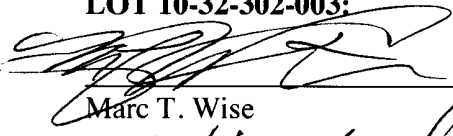
On this 14<sup>th</sup> day of January, 2015, personally appeared before me Brian M. Paston, trustee of the Brian M. Paston Revocable Living Trust, who being duly sworn did say that he signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that he executed the same.



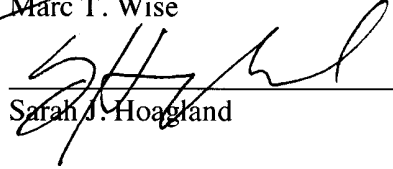
*[Handwritten Signature]*  
UTAH NOTARY PUBLIC



LOT 10-32-302-003:

  
\_\_\_\_\_  
Marc T. Wise

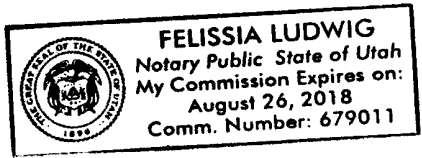
Dated: 1/14/15

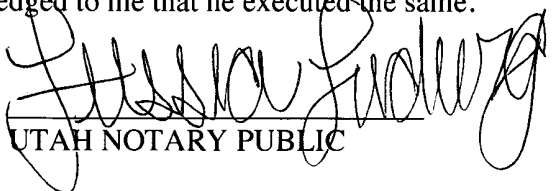
  
\_\_\_\_\_  
Sarah J. Hoagland

Dated: 1/14/15

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

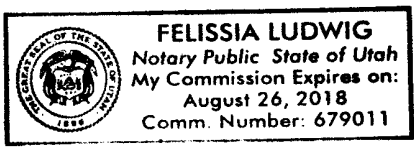
On this 14<sup>th</sup> day of January, 2015, personally appeared before me Marc T. Wise who being duly sworn did say that he signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that he executed the same:

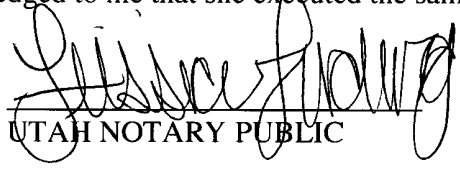


  
\_\_\_\_\_  
UTAH NOTARY PUBLIC

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

On this 14<sup>th</sup> day of January, 2015, personally appeared before me Sarah J. Hoagland who being duly sworn did say that she signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that she executed the same.



  
\_\_\_\_\_  
UTAH NOTARY PUBLIC

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN HILLS ROAD ASSOCIATION, INC.

LOT 10-32-351-001:

William C. Lindemann

William C. Lindemann

Dated: Jan. 20, 2015

Helen M. Lindemann

Helen M. Lindemann

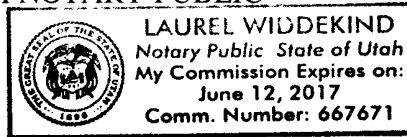
Dated: Jan. 20, 2015

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

On this <sup>20</sup>14<sup>th</sup> day of January, 2015, personally appeared before me William C. Lindemann who being duly sworn did say that he signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that he executed the same.

[Signature]

UTAH NOTARY PUBLIC

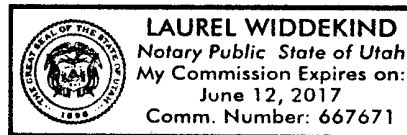


STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

On this <sup>20</sup>14<sup>th</sup> day of January, 2015, personally appeared before me Helen M. Lindemann, who being duly sworn did say that she signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that she executed the same.

[Signature]

UTAH NOTARY PUBLIC

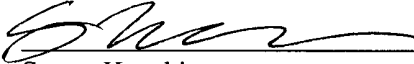


DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN HILLS ROAD ASSOCIATION, INC.

LOT 10-32-351-003:

  
\_\_\_\_\_  
Brooks Keeshin

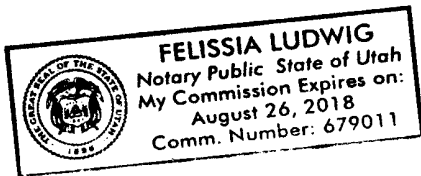
Dated: 1/14/15

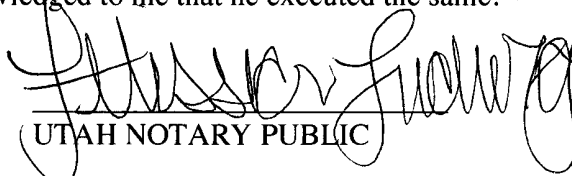
  
\_\_\_\_\_  
Susan Keeshin

Dated: 1/14/15

STATE OF UTAH                 )  
  :SS  
COUNTY OF SALT LAKE    )

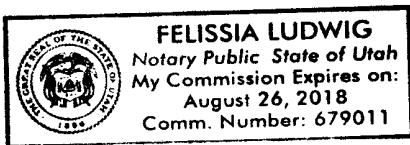
On this 14<sup>th</sup> day of January, 2015, personally appeared before me Brooks Keeshin who being duly sworn did say that he signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that he executed the same.

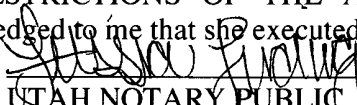


  
\_\_\_\_\_  
UTAH NOTARY PUBLIC

STATE OF UTAH                 )  
  :SS  
COUNTY OF SALT LAKE    )

On this 14<sup>th</sup> day of January, 2015, personally appeared before me Susan Keeshin, who being duly sworn did say that she signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that she executed the same.



  
\_\_\_\_\_  
UTAH NOTARY PUBLIC

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND  
RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN  
HILLS ROAD ASSOCIATION, INC.

LOT 10-32-351-004:

[Signature]  
David P. Brems

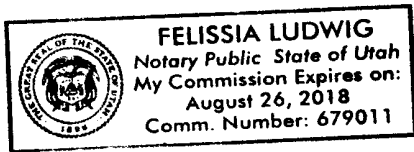
Dated: 1/14/15

[Signature]  
Johna D. Brems

Dated: 1/15/15

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

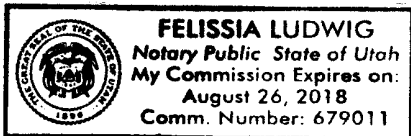
On this 14<sup>th</sup> day of January, 2015, personally appeared before me David P. Brems who being duly sworn did say that he signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that he executed the same.



[Signature]  
UTAH NOTARY PUBLIC

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

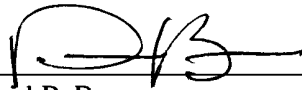
On this 14<sup>th</sup> day of January, 2015, personally appeared before me Johna D. Brems, who being duly sworn did say that she signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that she executed the same.



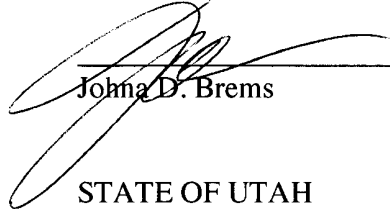
[Signature]  
UTAH NOTARY PUBLIC

LOT 10-32-351-005:

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN HILLS ROAD ASSOCIATION, INC.

  
\_\_\_\_\_  
David P. Brems

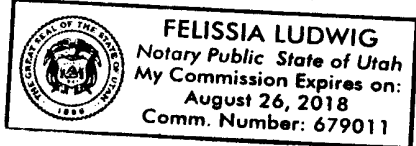
Dated: 1/14/15

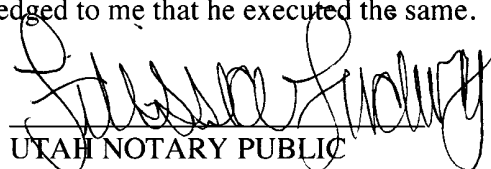
  
\_\_\_\_\_  
Johna D. Brems

Dated: 1/15/15

STATE OF UTAH )  
  :SS  
COUNTY OF SALT LAKE )

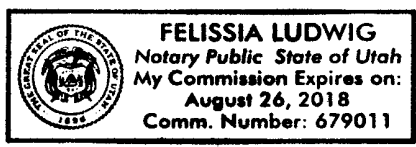
On this 14<sup>th</sup> day of January, 2015, personally appeared before me David P. Brems who being duly sworn did say that he signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that he executed the same.

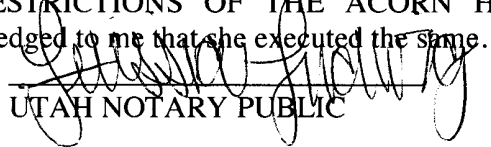


  
\_\_\_\_\_  
UTAH NOTARY PUBLIC

STATE OF UTAH )  
  :SS  
COUNTY OF SALT LAKE )

On this 14<sup>th</sup> day of January, 2015, personally appeared before me Johna D. Brems, who being duly sworn did say that she signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that she executed the same.



  
\_\_\_\_\_  
UTAH NOTARY PUBLIC

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN HILLS ROAD ASSOCIATION, INC.

LOT 10-32-352-017:

JOHN W. MASSION, II AND CAROL R. MASSION TRUST

*John W. Massion II*  
John W. Massion, II, Trustee

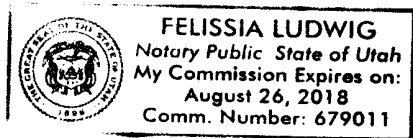
Dated: 1-14-2015

*Carol R. Massion*  
Carol R. Massion, Trustee

Dated: 1/14/2015

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

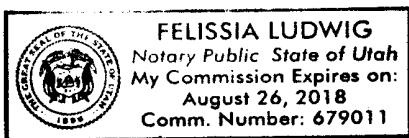
On this 14<sup>th</sup> day of January, 2015, personally appeared before me John W. Massion, II, trustee of the John W. Massion, II and Carol R. Massion Trust, who being duly sworn did say that he signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that he executed the same.



*Felissia Ludwig*  
UTAH NOTARY PUBLIC

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

On this 14<sup>th</sup> day of January, 2015, personally appeared before me Carol R. Massion, trustee of the John W. Massion, II and Carol R. Massion Trust, who being duly sworn did say that she signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that she executed the same.



*Felissia Ludwig*  
UTAH NOTARY PUBLIC

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN HILLS ROAD ASSOCIATION, INC.

**LOT 10-32-352-026:**

**JAMES AND SUSAN KAY FUNDED LIVING TRUST**

[Signature]  
James Warren Kay, Trustee

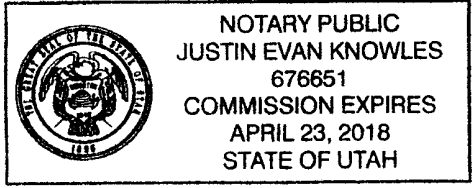
Dated: 1/16/15

[Signature]  
Susan Kay, Trustee

Dated: 1/16/15

STATE OF UTAH )  
  :SS  
COUNTY OF SALT LAKE )

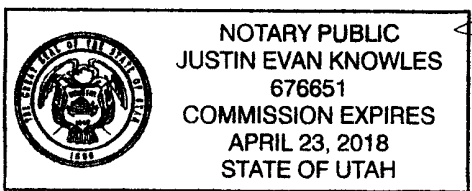
On this <sup>16<sup>th</sup></sup> ~~14<sup>th</sup>~~ day of January, 2015, personally appeared before me James Warren Kay, trustee of the JAMES AND SUSAN KAY FUNDED LIVING TRUST, who being duly sworn did say that he signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that he executed the same.



[Signature]  
UTAH NOTARY PUBLIC

STATE OF UTAH )  
  :SS  
COUNTY OF SALT LAKE )

On this <sup>16<sup>th</sup></sup> ~~14<sup>th</sup>~~ day of January, 2015, personally appeared before me Susan Kay, trustee of the JAMES AND SUSAN KAY FUNDED LIVING TRUST, who being duly sworn did say that she signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that she executed the same.



[Signature]  
UTAH NOTARY PUBLIC

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN HILLS ROAD ASSOCIATION, INC.

**LOT 10-32-352-027:**

STEPHEN E. DENKERS LIVING TRUST

*[Signature of Stephen E. Denkers]*

Stephen E. Denkers, Trustee

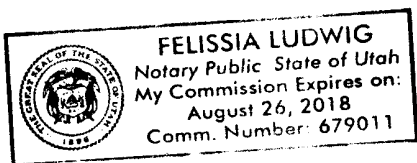
Dated: 1/14/15

STATE OF UTAH )

:ss

COUNTY OF SALT LAKE )

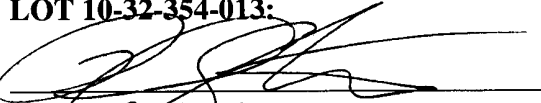
On this 14<sup>th</sup> day of January, 2015, personally appeared before me Stephen E. Denkers, trustee of the Stephen E. Denkers Living Trust, who being duly sworn did say that he signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that he executed the same.



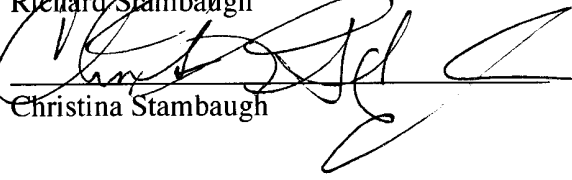
*[Signature of Felissia Ludwig]*  
UTAH NOTARY PUBLIC



LOT 10-32-354-013:

  
Richard Stambaugh

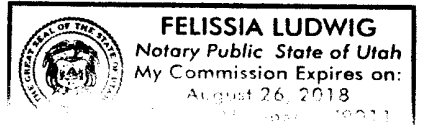
Dated: 1.14.15

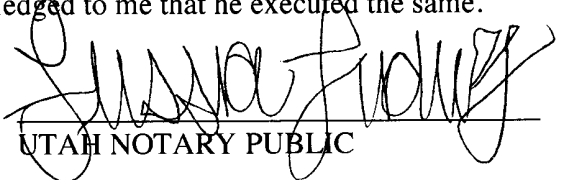
  
Christina Stambaugh

Dated: 1.14.15

STATE OF UTAH            )  
  :SS  
COUNTY OF SALT LAKE )

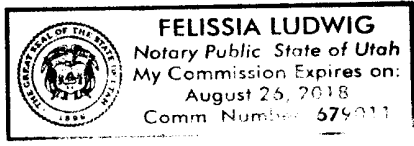
On this 14<sup>th</sup> day of January, 2015, personally appeared before me Richard Stambaugh who being duly sworn did say that he signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that he executed the same.

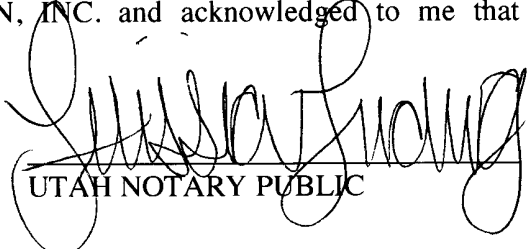


  
UTAH NOTARY PUBLIC

STATE OF UTAH            )  
  :SS  
COUNTY OF SALT LAKE )

On this 14<sup>th</sup> day of January, 2015, personally appeared before me Christina Stambaugh, who being duly sworn did say that she signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that she executed the same.



  
UTAH NOTARY PUBLIC

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN HILLS ROAD ASSOCIATION, INC.

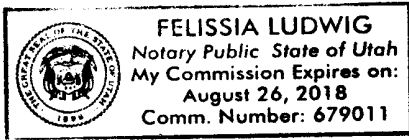
~~LOT 10-32-354-014:~~

Timothy Palmer Alley  
Timothy Palmer Alley

Dated: 1/14/15

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

On this 14<sup>th</sup> day of January, 2015, personally appeared before me Timothy Palmer Alley who being duly sworn did say that he signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that he executed the same.



Felissia Ludwig  
UTAH NOTARY PUBLIC

LOT 10-32-354-016:

Steven M. Newton  
Steven M. Newton

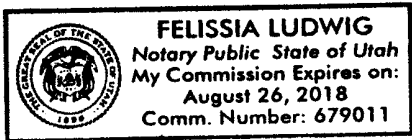
Dated: 1-14-15

Marie E. Newton  
Marie E. Newton

Dated: 1-14-15

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE)

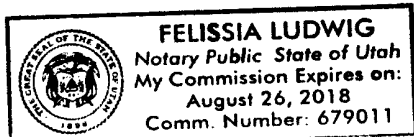
On this 14<sup>th</sup> day of January, 2015, personally appeared before me Steven M. Newton who being duly sworn did say that he signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that he executed the same.



Felissia Ludwig  
UTAH NOTARY PUBLIC

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

On this 14<sup>th</sup> day of January, 2015, personally appeared before me Marie E, Newton, who being duly sworn did say that she signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that she executed the same.



Felissia Ludwig  
UTAH NOTARY PUBLIC


DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN HILLS ROAD ASSOCIATION, INC.

LOT 10-32-354-017:

Sarah Lloyd Bennett Dated: 2/3/2015  
Sarah Lloyd Bennett

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

On this <sup>3RD</sup> ~~14<sup>th</sup>~~ day of <sup>FEBRUARY</sup> ~~JANUARY~~, 2015, personally appeared before me Sarah Lloyd Bennett, who being duly sworn did say that she signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that she executed the same.

 NOTARY PUBLIC  
JUSTIN EVAN KNOWLES  
676651  
COMMISSION EXPIRES  
APRIL 23, 2018  
STATE OF UTAH

[Signature]  
UTAH NOTARY PUBLIC

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND  
RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN  
HILLS ROAD ASSOCIATION, INC.


LOT 10-32-354-018:

*Sarah Lloyd Bennett*  
Sarah Lloyd Bennett

Dated: *2/3/2015*

STATE OF UTAH                    )  
   :SS  
COUNTY OF SALT LAKE    )

On this <sup>3<sup>rd</sup></sup> day of ~~January~~ <sup>FEBRUARY</sup>, 2015, personally appeared before me Sarah Lloyd Bennett, who being duly sworn did say that she signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that she executed the same.

 NOTARY PUBLIC  
JUSTIN EVAN KNOWLES  
676651  
COMMISSION EXPIRES  
APRIL 23, 2018  
STATE OF UTAH

*[Signature]*  
UTAH NOTARY PUBLIC

LOT 10-32-354-019:

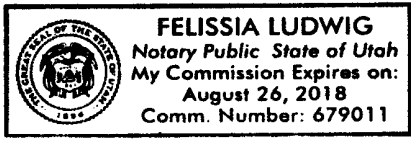
Frederick H Swanson  
Frederick H. Swanson

Dated: January 14, 2015

STATE OF UTAH           )  
  :ss  
COUNTY OF SALT LAKE )

On this 14<sup>th</sup> day of January, 2015, personally appeared before me Frederick H. Swanson, who being duly sworn did say that he signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that he executed the same.

Felissa Ludwig  
UTAH NOTARY PUBLIC



**LOT 10-32-356-001:**

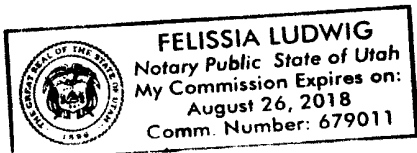
LYNNE M. KERR REVOCABLE TRUST

*Lynne M. Kerr*  
Lynne M. Kerr, Trustee

Dated: 1/14/2015

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

On this 14<sup>th</sup> day of January, 2015, personally appeared before me Lynne M. Kerr, trustee of the Lynne M. Kerr Revocable Trust, who being duly sworn did say that she signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that she executed the same.



*Felissia Ludwig*  
UTAH NOTARY PUBLIC

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND  
RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN  
HILLS ROAD ASSOCIATION, INC.

LOT 10-32-356-002:

WALLACE FAMILY TRUST

Andrew M. Wallace

Andrew M. Wallace, Trustee

Dated: 1-14-15

Jane K. Wallace

Jane K. Wallace, Trustee

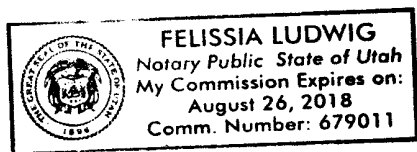
Dated: 1-14-15

STATE OF UTAH )

:SS

COUNTY OF SALT LAKE )

On this 14<sup>th</sup> day of January, 2015, personally appeared before me Andrew M. Wallace, trustee of the Wallace Family Trust, who being duly sworn did say that he signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that he executed the same.



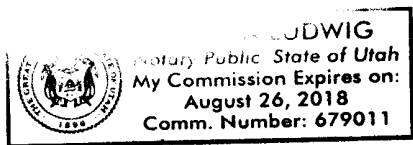
Felissia Ludwig  
UTAH NOTARY PUBLIC

STATE OF UTAH )

:SS

COUNTY OF SALT LAKE )

On this 14<sup>th</sup> day of January, 2015, personally appeared before me Jane K. Wallace, trustee of the Wallace Family Trust, who being duly sworn did say that she signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that she executed the same.



Felissia Ludwig  
UTAH NOTARY PUBLIC

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN HILLS ROAD ASSOCIATION, INC.



LOT 10-32-356-003:

THE BAAR LIVING TRUST

Stephen R. Baar  
Stephen R. Baar, Trustee

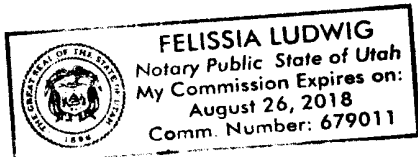
Dated: 1/14/15

Lois Baar  
Lois A. Baar, Trustee

Dated: 1/14/15

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

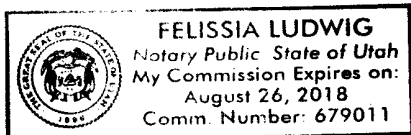
On this 14<sup>th</sup> day of January, 2015, personally appeared before me Stephen R. Baar, trustee of The Baar Living Trust, who being duly sworn did say that he signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that he executed the same.



Felissia Ludwig  
UTAH NOTARY PUBLIC

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

On this 14<sup>th</sup> day of January, 2015, personally appeared before me Lois A. Baar, trustee of The Baar Living Trust, who being duly sworn did say that she signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that she executed the same.



Felissia Ludwig  
UTAH NOTARY PUBLIC

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN HILLS ROAD ASSOCIATION, INC.

LOT 10-32-356-006:

WALLACE FAMILY TRUST

Andrew M. Wallace

Dated: 1-14-15

Andrew M. Wallace, Trustee

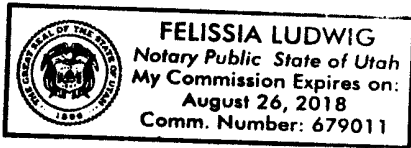
Jane K. Wallace

Dated: 1-14-15

Jane K. Wallace, Trustee

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

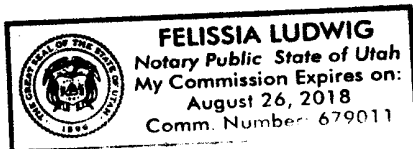
On this 14<sup>th</sup> day of January, 2015, personally appeared before me Andrew M. Wallace, trustee of the Wallace Family Trust, who being duly sworn did say that he signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that he executed the same.



Felissia Ludwig  
UTAH NOTARY PUBLIC

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

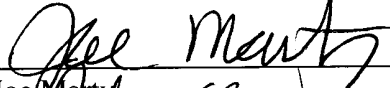
On this 14<sup>th</sup> day of January, 2015, personally appeared before me Jane K. Wallace, trustee of the Wallace Family Trust, who being duly sworn did say that she signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that she executed the same.



Felissia Ludwig  
UTAH NOTARY PUBLIC

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN HILLS ROAD ASSOCIATION, INC.

LOT 10-32-356-007:

  
\_\_\_\_\_

Joe Marty

Dated: 1-14-15

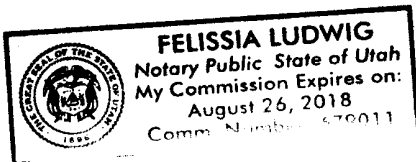
  
\_\_\_\_\_

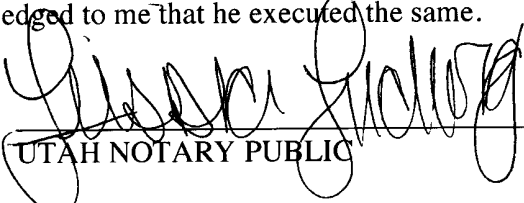
Petrea Marty

Dated: 1/14/15

STATE OF UTAH             )  
  :SS  
COUNTY OF SALT LAKE )

On this 14<sup>th</sup> day of January, 2015, personally appeared before me Joe Marty, who being duly sworn did say that he signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that he executed the same.

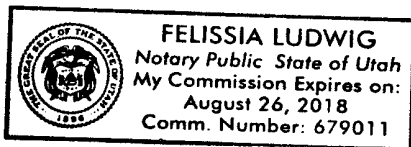


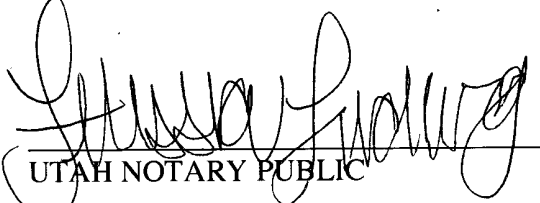
  
\_\_\_\_\_

UTAH NOTARY PUBLIC

STATE OF UTAH             )  
  :SS  
COUNTY OF SALT LAKE )

On this 14<sup>th</sup> day of January, 2015, personally appeared before me Petrea Marty, who being duly sworn did say that she signed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ACORN HILLS ROAD ASSOCIATION, INC. and acknowledged to me that she executed the same.



  
\_\_\_\_\_

UTAH NOTARY PUBLIC

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND  
RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN  
HILLS ROAD ASSOCIATION, INC.

**EXHIBIT A  
LIST OF LOT OWNERS**

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND  
RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN  
HILLS ROAD ASSOCIATION, INC.**

PAGE 43 OF 46

**BK 10295 PG 4241**

ACORN HILLS  
EXHIBIT A

PARCEL NO.	OWNER NAME	ADDRESS	COMMENTS
1	SCHENKENBERG, THOMAS O., Trustee of the Schenkenberg Currey Family Trust COUDREAUT, MICHAEL FRANCIS or KIMBERLY A., Trustees of the Coudreaut	160 N. YOUNG OAK RD.	
2	Family Trust	165 N. SILVER ROAD ROAD	
3	RASMUSSEN, JAMES A. & RASMUSSEN, MARGARITA	174 N. SILVER OAK RD.	
4	WELT, CORRINE K. & WELT, FREDERICK G.P.	185 N. SILVER OAK RD.	
5	MANN, DAVID B. & NINA M.	178 N. SILVER OAK RD.	
6	PASTON, BRIAN M.; Trustee of the Brian M. Paston Revocable Trust	161 N. YOUNG OAK RD.	
7	WISE, MARC T. and HOAGLAND, SARAH J.	159 N. YOUNG OAK RD.	
8	LINDEMANN, WILLIAM C. & HELEN M.	105 N. YOUNG OAK RD.	
9	KEESHIN, BROOKS & SUSAN	135 N. YOUNG OAK RD.	
10	BREMS, DAVID P. & JOHNA D.	119 N. YOUNG OAK RD.	
11	BREMS, DAVID P. & JOHNA D.	119 N. YOUNG OAK RD.	Road Parcel
12	MASSION, JOHN W. II & CAROL R., Trustees of the John W. Massion, II and the Carol R. Massion Trust	41 N. SILVER OAK RD.	
13	KAY, JAMES WARREN. & SUSAN, Trustees of the James and Susan Kay Funded Living Trust	45 N. SILVER OAK RD.	
14	DENKERS, STEPHEN E., Trustee of the Stephen E. Denkers Living Trust	75 N. SILVER OAK RD.	
15	DENKERS, STEPHEN E., Trustee of the Stephen E. Denkers Living Trust	75 N. SILVER OAK RD.	
16	STAMBAUGH, RICHARD & CHRISTINA	128 N. SILVER OAK RD.	
17	ALLEY, TIMOTHY PALMER	108 N. SILVER OAK RD.	
18	NEWTON, STEVEN M. & MARIE E.	152 N. SILVER OAK RD.	
19	BENNETT, SARAH LLOYD	64 N. SILVER OAK RD.	
20	BENNETT, SARAH LLOYD	64 N. SILVER OAK RD.	
21	SWANSON, FREDERICK H.	32 N. SILVER OAK RD.	
22	KERR LYNNIE M., Trustee of the Lynne M. Kerr Revocable Trust	142 N. YOUNG OAK RD.	
23	WALLACE, ANDREW M. & JANE K., Trustees of the Wallace Family Trust)	124 N. YOUNG OAK RD.	
24	BAAR, STEPHEN R. & LOIS A., Trustees of the Stephen R. Baar and Lois A. Baar Revocable Trust	108 N. YOUNG OAK RD.	
25	WALLACE, ANDREW M. & JANE K., Trustees of the Wallace Family Trust	124 N. YOUNG OAK RD.	
26	MARTY, JOE & PETREA	5199 E. SILVER OAK RD.	

**EXHIBIT B**  
**LEGAL DESCRIPTION OF THE ROADWAYS & PLAT MAP**

**Legal Description of Roadways:**

BEG N 1505.30 FT & E 673.46 FT FR SW COR SEC 32, T1N, R2E, SLM; S 143.99 FT; N 67°23' E 18.01 FT; S 22°37' E 25.60 FT; S 16°11'34" W 38.50 FT; N 73°48'26" W 1798 FT; S 16°11'34" W 315.70 FT; S 40' W 93.76 FT; S'LY ALG 50 FT RADIUS CURVE TO L 91.58 FT; SE'LY ALG 270 FT RADIUS CURVE TO R 100 FT; S 43°42'58" E 77.10 FT; NE'LY ALG 50 FT RADIUS CURVE TO L 115.29 FT; N'LY ALG 350 FT RADIUS CURVE TO R 81.86 FT; N 17°34'30" E 360.78 FT; NE'LY ALG 150 FT RADIUS CURVE TO R 44.79 FT; N 34°41' E 238.40 FT; N'LY ALG 100 FT RADIUS CURVE TO L 48.32 FT; N 7°E 163.30 FT; N 71°01' E 55.62 FT; S 7° W 187.66 FT; S'LY ALG 150 FT RADIUS CURVE TO R 72.47 FT; S 34°41' W 238.40 FT; SW'LY ALG 100 FT RADIUS CURVE TO L 29.86 FT; S 17°34'30" W 360.78 FT; S'LY ALG 300 FT RADIUS CURVE TO L 161.70 FT; S 13°18'30" E 94.13 FT; S'LY ALG 165.17 FT RADIUS CURVE TO R 129.80 FT; S'LY ALG 25 FT RADIUS CURVE TO L 21.03 FT; S'LY, W'LY & N'LY ALG 50 FT RADIUS CURVE TO R 198.59 FT; N'LY ALG 25 FT RADIUS CURVE TO L 21.03 FT; N 17°06' W 78.64 FT; N'LY ALG 100 FT RADIUS CURVE TO L 18.28 FT; N 27°34'31" W 166.22 FT; NW'LY ALG 220 FT RADIUS CURVE TO L 233.69 FT; W 252.20 FT M OR L; S 31°48' W 262.71 FT; N 61°11'46" W 37.96 FT; NW'LY ALG 40 FT RADIUS CURVE TO R 82.33 FT; NE'LY ALG 75 FT RADIUS CURVE TO R 1.64 FT (CHD N 16°54'19" E 1.64 FT); N 17°35' E 143.89 FT; N'LY ALG 15 FT RADIUS CURVE TO L 16.38 FT; N 45° W 10 FT; N 45° E 50 FT; S 45° E 10 FT; S'LY ALG 65 FT RADIUS CURVE TO R 71 FT; S 17°35' W 54.94 FT; N 31°48' E 135 FT M OR L; E 262.74 FT; N 40° E 193.73 FT M OR L; N 16°11'34" E 302.06 FT; N 164.54 FT; N 71°01' E 52.88 FT TO BEG. LESS & EXCEPT LOT 1, TOLMAN SUB. LESS & EXCEPT, BEG N 1302.77 FT & E 977.97 FT FR SW COR SD SEC 32; S 65' E 377.39 FT; N 226.89 FT; N 74° W 258.24 FT; SW'LY ALG 125 FT RADIUS CURVE TO R 20.76 FT; S 34°41' W 146.67 FT TO BEG. LESS & EXCEPT, BEG N 581.65 FT & E 720.88 FT FR SW COR SD SEC 32; S 62°25'29" W 262.80 FT; W 32.05 FT; N 10°10'07" E 102.72 FT; N 27°34'31" W 70.16 FT; N 62°25'29" E 228.34 FT; S 27°34'31" E 166.22 FT TO BEG. LESS & EXCEPT, BEG N 1361.36 FT & E 673.46 FT FR SD SW COR SEC 32; S 10°46'30" W 19.05 FT; S 15°33'33" W 28.19 FT; S 73°48'26" E 28.39 FT; N 15°33'33" E 38.50 FT; N 22°37' W 25.60 FT; S 67°23' W 18.01 FT TO BEG. LESS & EXCEPT, BEG N 535.86 FT & W 5.64 FT FR SE COR SEC 31, T1N, R2E, SLM; N 53° W 188.73 FT; N 37° E 54.08 FT; S 58°07'43" E 115 FT; N 65°01'55" E 63.85 FT; SE'LY ALG 50 FT RADIUS CURVE TO L 35.03 FT; S 31°48' W 115 FT TO BEG. 3.91 AC M OR L.

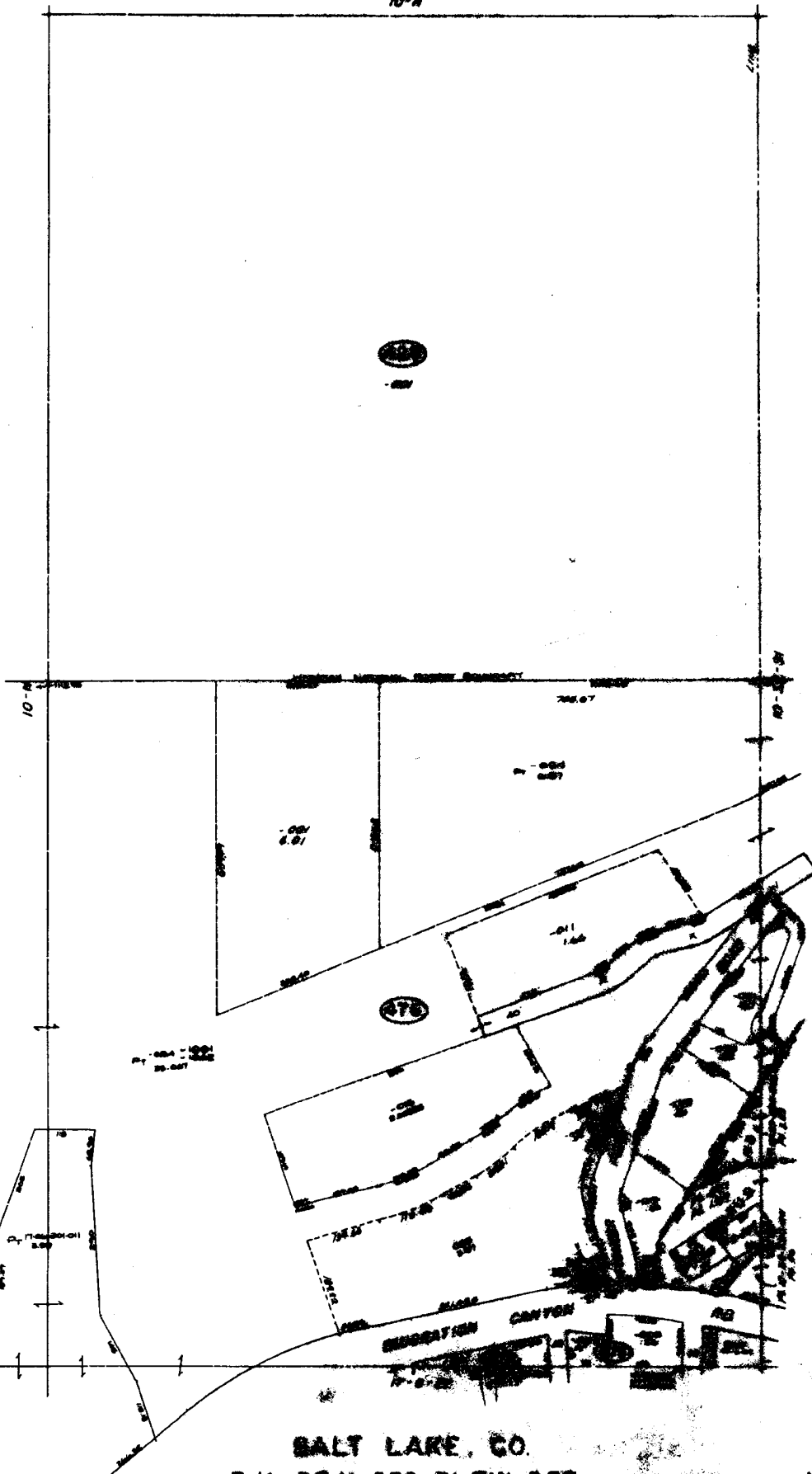
Parcel No: IO-32-351-005-0000

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND  
RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN  
HILLS ROAD ASSOCIATION, INC.

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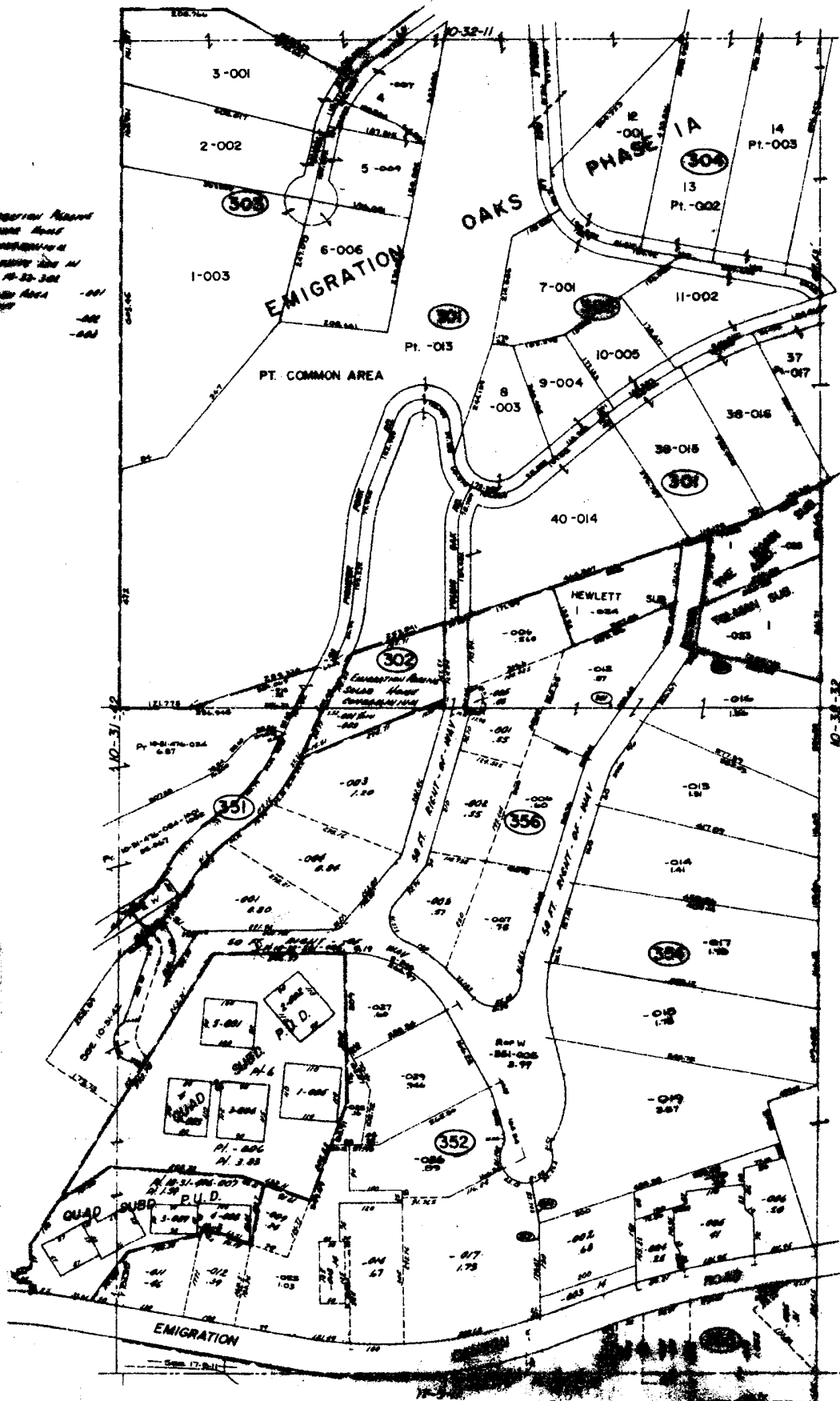
SALT LAKE CO., UT

SALT LAKE, CO.  
E. W. SE. 1/4 SEC. 31 T10. N. R. 2E.

SCALE 1" = 60'

10-31-82

Subdivision Record  
 Book 100  
 Page 100  
 10-32-31  
 10-32-31  
 10-32-31  
 10-32-31



SCALE: 1" = 100'  
 10-32-31

SALT LAKE CO.  
 W 1/2 S. 1/2 W. SEC. 32 T1N. R3E.



**EXHIBIT C  
ARTICLES OF INCORPORATION OF  
ACORN HILLS ROAD ASSOCIATION, INC.**

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND  
RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN  
HILLS ROAD ASSOCIATION, INC.**

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**BK 10295 PG 4246**

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**ARTICLES OF INCORPORATION  
OF  
ACORN HILLS ROAD ASSOCIATION, INC.**

RECEIVED

FEB 11 2015

Utah Div. of Corp. & Comm. Code



We, the undersigned natural persons all being of the age of eighteen years or more, acting as incorporators under the Utah Non-Profit Corporation and Cooperative Association Act (§16-6a-1001, et. seq. of Utah Code Annotated 1953, as amended, hereinafter, the "Act"), adopt the following Articles of Incorporation for such Corporation.

**ARTICLE I  
NAME**

The name of the corporation is Acorn Hills Road Association, Inc. (the "Corporation").

**ARTICLE II  
DURATION**

The period of duration of the Corporation is perpetual.

**ARTICLE III  
PURPOSE**

The Corporation shall have the following purposes: (a) to serve as the property owners association as provided for in DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS AND RIGHTS OF WAY for the Acorn Hills Road Association, Inc. (hereafter "Declaration"), for the road known as Parcel 10-32-351-005-0000, which is mutually shared by the owners of lots (collectively, "Lot Owners") in the community known as Acorn Hills III, located in Emigration Canyon, Salt Lake County, State of Utah, and to act as provided by the Declaration; (b) to act and operate exclusively as a nonprofit corporation pursuant to the laws of the State of Utah; (c) to engage in any and all activities and pursuits, and to support or assist such other organizations as may be related to the foregoing and following purposes; (d) to engage in any and all other lawful purposes, activities and pursuits which are substantially similar to the foregoing and which are or may hereafter be authorized by Section 501(c) of the Internal Revenue Code and are consistent with those powers described in the Utah Revised Nonprofit Corporation Act, as amended and supplemented; (e) to purchase, own and sell real and personal property, to make contracts, to invest corporate funds, to spend corporate funds for corporate purposes, and to engage in any activity in furtherance of, incidental to, or connected with any of the other purposes.

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**ARTICLE IV**  
**MEMBERS**

(a) The Corporation shall have voting members. The members shall be of one class.

(b) Each member shall be the person or other entity who is the owner of a lot subject to the Declaration. Each lot owner shall be entitled one (1) vote. Any Lot that has been legally combined with another Lot shall constitute one Lot hereunder and shall be entitled to one vote.

(c) If a person or entity owns more than one lot subject to the Declaration, on all questions submitted to a vote of the members, the person or entity shall be entitled to one vote for each lot.

(d) The Corporation shall not issue certificates to evidence membership in the Corporation. Membership shall be determined from the records of the Corporation.

(e) A member may vote on questions submitted to members only: (i) if the member has paid all assessments which have been made on the lot owned by that member. If a member owns more than one lot and has paid assessments for less than all of the lots owned by the member, the member may cast the vote to which the member is entitled by reason of ownership of the lot or lots on which the assessment has been paid. For example, if a member owns three lots and has paid the assessment on one of the lots, the member may cast one vote; if the member has paid the assessment on two of the lots, the member may cast two votes; and (ii) if the member has paid all other fines and fees which may be assessed as provided in the Bylaws.

**ARTICLE V**  
**BYLAWS**

Provisions for the regulation of the internal affairs of the Corporation shall be set forth in the Bylaws. Bylaws may be adopted and amended by the Board of Trustees. Bylaws may also be adopted and amended by majority vote of the members present at a meeting of members, provided a quorum is present and provided that notice of the proposed bylaw or amendment is given to members as required by law.

**ARTICLE VI**  
**DIRECTORS**

The number of directors of this Corporation shall be three (3), or more than three, as fixed from time to time by the Bylaws of the Corporation. The number of directors constituting the initial Board of Trustees of the Corporation is three (3), and the names and addresses of the persons who are to serve as directors until their successors are elected and shall qualify are:

Sarah Bennett  
64 Silver Oak Road  
Salt Lake City, UT 84108

David Brems  
119 Young Oak Road  
Salt Lake City, UT 84108

Andrew Wallace  
124 Young Oak Road  
Salt Lake City, UT 84108

**ARTICLE VII**  
**REGISTERED OFFICE AND AGENT**

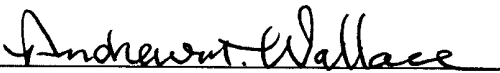
The address of the Corporation's initial registered office is

124 Young Oak Road  
Salt Lake City, UT 84108

The Corporation's initial registered agent at such address is

Andrew Wallace

By signature here, the registered agent hereby acknowledges and accepts appointment as the Corporation's registered agent:

  
Andrew Wallace

The registered office or agent may be changed at any time by the Board of Trustees without amendment of these Articles of Incorporation.

**ARTICLE VIII**  
**PRINCIPAL PLACE OF BUSINESS**

The principal place of business of the Corporation shall be:

124 Young Oak Road  
Salt Lake City, UT 84108

The Corporation shall have such other places of business as the Board of Trustees shall determine from time to time without the necessity of amending these Articles of Incorporation. The Corporation may conduct business in all counties of the State of Utah and in all states of the United States, and in all territories thereof, and in all foreign countries as the Board of Trustees shall determine.

**ARTICLE IX**  
**ASSESSMENTS**

From time to time as the board determines to be necessary, the Board of Trustees may levy an assessment on the members for the purpose of providing and maintaining the mutually shared road and other services provided by the Corporation. Each such assessment shall be made as required and allowed by the Declaration.

**ARTICLE X**  
**DISTRIBUTIONS**

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its trustees, officers or other private persons, except that the Corporation shall be authorized to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a Corporation exempt from federal income tax under Section 501(c) of the Internal Revenue Code, as amended and supplemented, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, as amended or supplemented.

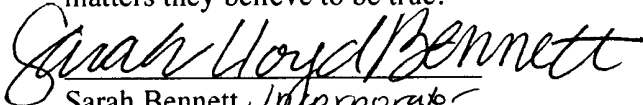
**ARTICLE XI**  
**DISSOLUTION**

Upon dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c) of the Internal Revenue Code, as amended and supplemented, or shall be distributed to the federal government or to a state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by the district court of the county in which the principal office of the Corporation is then located, exclusively for such purpose or purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

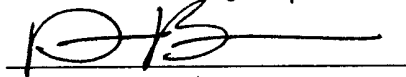
**ARTICLE XII**  
**ADOPTION**

In Witness Whereof, we, Sarah Bennett, David Brems, and Andrew Wallace, have executed these Articles of Incorporation in duplicate this 14<sup>th</sup> day of January, 2015, and say: that they are all incorporators herein; that they have read the above and foregoing Articles of Incorporation; know the contents thereof and that the same is true to the best of their knowledge

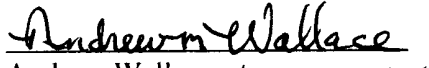
and belief, excepting as to matters herein alleged upon information and belief and as to those matters they believe to be true.

  
Sarah Bennett, Incorporator

Dated: January 14, 2015.

  
David Brems, Incorporator

Dated: January 14, 2015.

  
Andrew Wallace, Incorporator

Dated: January 14, 2015.

**EXHIBIT D  
BYLAWS OF  
ACORN HILLS ROAD ASSOCIATION, INC.**

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND  
RESERVATION OF EASEMENTS AND RIGHTS OF WAY OF THE ACORN  
HILLS ROAD ASSOCIATION, INC.**

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# BYLAWS FOR ACORN HILLS ROAD ASSOCIATION, INC.

## **ARTICLE I** **LOT OWNERSHIP AND INCORPORATION**

1. Submission. These are the bylaws referred to the foregoing DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS AND RIGHTS OF WAY of the Acorn Hills Road Association, Inc. (the "Declaration"), which is located in Emigration Canyon, Salt Lake City, Salt Lake County, Utah. These bylaws shall govern the administration of the shared Roadways located in the Acorn Hills III neighborhood, Emigration Canyon (the "Roadways"), and the Association.

2. Organizational Form. These bylaws also function and operate as the bylaws of the Acorn Hills Road Association, Inc.

3. Offices and Registered Agent. The Chair of the Board of Trustees of the Association shall be the registered agent of the Association. The office of the registered agent is 124 Young Oak Road, Salt Lake City, Utah 84108.

## **ARTICLE II** **ASSOCIATION**

1. Composition. The Association consists of all lot owners within the Acorn Hills III Subdivision, Salt Lake City, Salt Lake County, Utah (collectively, the "Lot Owners" and individually, a "Lot Owner"). A list of all Lot Owners and their respective lots and addresses is attached hereto as Exhibit A.

2. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Trustees from time to time and stated in the notice of meeting. An annual meeting of all Lot Owners shall be held in October of each year.

3. Notice of Meeting. It shall be the duty of the Secretary to provide fair and reasonable notice of each annual meeting of the Association not less than ten (10) and not more than thirty (30) days in advance of such meeting. The notice shall state the purpose, day, date, time and place of the meetings. Providing notice of a meeting in the manner provided in these Bylaws shall be considered service of notice. Special meetings may be called by the Board of Trustees or at the request of at least fifty percent (50%) of the Lot Owners.

4. Qualified Voters. A Lot Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if such Lot Owner is in full compliance with all of the terms, covenants, and conditions of the Association Documents, and shall have fully paid his or her share of the Common Expenses and all Assessments and/or additional charges due. Each Lot Owner shall be entitled one (1)



vote. Any Lot that has been legally combined with another Lot shall constitute one Lot hereunder and shall be entitled to one vote.

5. Proxies. The vote of each Lot Owner may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Lot Owner, or in cases where the Owner is more than one person, by or on behalf of all such persons. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if a person having authority, at the time of the execution thereof, does not sign it to execute deeds on behalf of that person. Unless it expressly states otherwise, a proxy shall terminate automatically (a) if the Owner attends the meeting in person, (b) it is revoked in writing and written notice of the revocation is given to the Secretary of the Association prior to the meeting, and (c) upon the adjournment of the first meeting held on or after the date of that proxy. Each proxy must be filed with the Secretary of the Association prior to the meeting. Only individual Lot Owners or the legal representative of an institutional Owner may act as proxy. Owners who are unable to be present at a meeting may give their written proxy per the guidelines stated above.

6. Quorum Voting. Fifty-one percent (51.0%) of the Members of the Association shall constitute a quorum for the adoption of decisions. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than two 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. Those Owners present, either in person or by proxy, at the rescheduled meeting shall constitute a quorum for the adoption of decisions. When a quorum is present at any meeting, the vote of the Owners representing a majority of the Members of the Association in person or by proxy, shall decide any question brought before the meeting. If the Declaration requires a fixed percentage of Owners to approve any action, however, that percentage shall be required anything to the contrary notwithstanding.

7. Order of Business. The order of business at all meetings of the Association shall be as follows:

- a. Roll call or meeting roster;
- b. Proof of notice of meeting;
- c. Reports of annual business;
- d. Report of special committees, if any;
- e. Election of Trustees, if applicable
- f. Unfinished business; and
- g. New business.

8. Conduct of Meeting. The Chair shall, or in his or her absence, the Vice-Chair, preside over all meetings of the Association; and the Secretary shall keep the minutes of the meeting as well as record all transactions occurring thereat.

9. Open Meeting Policy. All Association meetings shall be open to all

voting Members and their designated representative (proxy or assistant to an Owner requiring special assistance during the course of a meeting) made to the Committee or the Association Secretary in writing, in advance of the meeting. The attendees other than Owners may not participate in any discussion or deliberation unless a majority of those in attendance at the meeting request that they be granted permission to speak. In such case, the Chair may limit the time any such individual may speak.

10. Action May Be Taken Without a Meeting. Any action that may be taken at the meeting of the Association may be taken without a meeting if a consent in writing, setting for the action so taken, shall be signed by a majority of the Members of the Association. An explanation of the action taken shall be delivered to each Member within three (3) days after the written consent of a majority of the Members of the Association has been obtained.

11. Action by Written Ballot. Any action that may be taken at annual, regular or special meeting of the Association, may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote setting forth each proposed action and providing the Members an opportunity to vote for or against each action. In this case, 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 ballots. In order for the written ballot to be accepted by the Association, it must be signed by the Owner (electronic signature is allowed).

12. Executive Session. The Board of Trustees, with the approval of a majority of a quorum, may adjourn a meeting and reconvene an executive session to discuss and vote upon personnel matters, litigation or threatened litigation, orders of business or a privileged, sensitive or similar nature. The nature of any and all business to be considered in an executive session shall first be announced in open session.

13. Minutes of Meetings. The Secretary of the Association shall keep the minutes of all Association meetings. Such minutes shall be available upon request of the Owners thirty (30) days after each Association meeting.

### **ARTICLE III** **BOARD OF TRUSTEES**

1. Powers and Duties. The Board of Trustees consisting of three (3) or more Owners shall manage the affairs of the Association. The Board of Trustees shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and may do all such acts and things necessary to operate and maintain the Association and Roadways. The Board of Trustees shall have the power from time to time to adopt rules and regulations deemed proper for the exercise of its management powers. The Board of Trustees may delegate its authority to a manager or managers. The Board of Trustees shall have full control of the Roadways and shall make reasonable rules and regulations pertaining to their

managements, use and maintenance. Subject to any limitations or provisions contained in the Declaration, the Board of Trustees shall be responsible for at least the following:

a. Preparation of an annual budget, in which there shall be established each Owner's share of the Common Expenses. The Board of Trustees shall within thirty (30) days after the close of each calendar year, furnish to the Owners a statement of income and disbursements of the Board of Trustees for such year. The statement shall indicate the amount of property taxes paid on the Common Areas and shall include a copy of the budget and the Owners' proportionate share of said budget, which in the judgment of the Board of Trustees will be required for the ensuing year. The budget may include a reasonable contingency or other reserve or surplus fund.

b. Establishing the Assessment of each Owner, the means and methods of collecting Assessments from the Owners, and the method of payment. Unless otherwise determined by the Board of Trustees, each Owner's Common Area fee may be payable in an annual lump sum payment, due and payable in advance on the first day of September of each year.

c. Providing for the operation, care, upkeep, replacement, maintenance and regulation of the Roadways.

d. Designating, hiring, and dismissing the personnel necessary to operate and maintain the Roadways.

e. Collecting and depositing the Assessments.

f. Making, amending and enforcing the rules and regulations promulgated by the Board of Trustees.

g. Opening and closing bank accounts for and on behalf of the Association and designating signatories required for such accounts.

h. Making or contracting for the making of repairs, additions and improvements to, or alterations of, the Roadways and repairs to and restoration of the Roadways, in accordance with the Declaration and other provisions of these Bylaws, after damage or destruction by casualty. The Board of Trustees may hire such employees as may be necessary and may by contract with others provide for the day to day operations of the Roadways provided that the compensation to be paid therefore shall not exceed market rates for similar services.

i. Enforcing by legal means the Declaration, Bylaws, Articles and rules and regulations.

j. Purchasing and maintaining insurance.

k. Paying costs for all services rendered on behalf of the Association and not billed directly to Owners.

l. Keeping books and records with detailed accounts of the receipts and expenditures affecting the Roadways, and the administration of the Association, specifying the maintenance and repair expense of the Roadways and any other expenses incurred. Said documents, books, financial statements and vouchers accrediting the entries thereupon shall be available for examination by Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner set by and announced by the Board of Trustees for the general knowledge of the Owners.

All books and records shall be kept in accordance with generally accepted accounting practices, and the same, upon a resolution approved by at least a majority of the Members of the Association, shall be formally audited by an outside auditor employed by the Board of Trustees who shall not an Owner; provided, however, an audit is required at least every two (2) years. The cost of such audit shall be a Common Expense. Copies of book and records, financial statements, reports, compilations, and audits shall be supplied to any first mortgage obtained by any Owner upon written request for the same from the Secretary. A mortgage holder, at its expense, may have an audited financial statement prepared at any time.

The Board of Trustees shall keep complete and correct books of account that shall be open to inspection by the Owners or their duly authorized representatives at reasonable times. Checks against the Association's accounts must be signed by two persons (i.e., any two Members of the Board of Trustees). A CPA shall audit the books of accounts as soon as possible after the close of each year. The Board of Trustees shall furnish a report of such audit upon request to all Owners.

m. Providing, where necessary, utility services to the Common Areas and such services not separately metered or charged to the Owners but that are required for maintenance and operation of the Roadways.

n. Paying any amount necessary to discharge any mechanic's or material men's lien or other encumbrance levied against the Roadways, or any part thereof, which may in the opinion of the Board of Trustees constitute a lien against the Roadways or against the Common Areas, rather than merely against a particular Owner. When one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board of Trustees by reason of said lien or liens shall be specially assessed to said Owners and shall, until paid by said Owners, constitute a lien on the interest of said Owners in the Roadways which lien may be perfected and foreclosed in the manner provided in the Declaration.

o. Making emergency repairs.

p. At the sole expense and risk of the Owner, impounding, immobilizing, towing and otherwise removing any motor vehicle parked, stored, or standing in violation of the parking rules and regulations promulgated by the Board of Trustees, or in an unauthorized area.

q. Establishing and collecting user fees.

r. Doing such other things and acts necessary to accomplish the foregoing and not inconsistent with the Declaration or Bylaws, or to do anything required by proper resolution of the Board of Trustees or the Association.

2. Composition of Board of Trustees/Election and Term. The Board of Trustees shall be composed of three (3) or more Owners. The term of office of membership on the Board of Trustees shall be two (2) years. At the expiration of the Member's term, a successor shall be elected. Trustees shall be chosen at the annual meeting for a two-year term beginning November 1 by the majority vote of the Owners. Two (2) Trustees shall be elected in odd numbered years and one (1) in even numbered years. For purposes of elections, those Owners present in person or by proxy at a meeting of the Association called for this purpose shall constitute a quorum, anything to the contrary notwithstanding.

3. First Meeting. The first meeting of the Members of the newly elected Board of Trustees shall be immediately following the annual meeting of the Association or at such other time and place designated by the Board of Trustees.

4. Regular Meetings. Regular meetings of the Board of Trustees may be called by the Chair, Vice Chair or a majority of the Members on at least forty-eight (48) hours prior notice to the Members. Such notice shall be given personally, by regular US Mail, postage prepaid, by telephone, or by electronic transmission, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all Members of the Board of Trustees shall be valid for any and all purposes. Each Member of the Board of Trustees shall be notified within a reasonable time of the time and place of the meeting.

5. Waiver of Notice. Before or at any meeting of the Board of Trustees, any Member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Board of Trustees shall constitute a waiver of notice. If all the Members are present at any meeting of the Board of Trustees, no notice shall be required and any business may be transacted at such meeting.

6. Board's Quorum. At all meetings of the Board of Trustees, a majority of the Members then in office shall constitute a quorum for the transaction of business, and the acts of the majority of all the Board of Trustees Members present at a meeting at which a quorum is present shall be deemed to be the acts of the Board of Trustees. If, at any meeting of the Board of Trustees, there is less than a quorum present, the majority of

those present may adjourn the meeting from time to time but for no longer than two days. At any such rescheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

7. Vacancies. Vacancies on the Board of Trustees caused by any reason other than removal of a Member by vote of the Association shall be filled by vote of the majority of the remaining Members of the Board of Trustees at a special meeting of the Board of Trustees held for that purpose promptly after the occurrence of such vacancy, even though the total Members remaining may constitute less than a quorum of the Board of Trustees; and each person so elected shall be a Member for the remainder of the term of the Member so replaced. A vacancy created by removal of a Member by vote of the Association shall be filled by election and vote of the Association. If a vacancy occurs in the Board of Trustees, the remaining Members of the Board of Trustees shall select a successor for the balance of the term from the retiring Member Board of Trustees.

8. Removal of a Trustee. A Member of the Board of Trustees may be removed with cause, and his or her successor elected, at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a majority of the Members of the Association. Any Member whose removal has been proposed by the Owners shall be given at least thirty (30) days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Board of Trustees Member who misses twenty-five percent (25%) or more of the Board of Trustees Meetings or who misses three (3) consecutive meetings, in any calendar year, may be removed from the Board of Trustees at the discretion of the remaining Board of Trustees Members. Any vacancy created by the removal of a Board of Trustees Member shall be filled as set forth in Section 7 above.

9. Conduct of Meetings. The Chair shall preside over all meetings of the Board of Trustees and the Secretary shall keep a book of minutes (accounting of meeting activities and discussions known as the Minute Book) of the Board of Trustees recording therein all resolutions adopted by the Board of Trustees and a record of all transactions and proceedings occurring at such meetings.

a. Who Shall Conduct Meetings. The Chair shall, or in his absence the Vice-Chair, preside over all meetings of the Association; and the Secretary shall keep the minutes of the meeting as well as a record of all transactions occurring at such meeting.

b. Open Meeting Policy. All Board of Trustees meetings shall be open to all voting Members, but attendees other than Members of the Board of Trustees may not participate in any discussions or deliberations unless a majority of a quorum requests that they be granted permission to speak. In such case, the Chair may limit the time any such individual may speak.

c. Action May Be Taken Without A Meeting. Any action to be taken at the meeting of the Board of Trustees, may be taken without a meeting if consent in

writing, setting forth the action so taken, shall be signed by all Members of the Board of Trustees. An explanation of the action taken shall be posted at a prominent place or communicated via electronic transmission to the Members within three (3) days after the written consents of all Members of the Board of Trustees have been obtained.

d. Executive Session. The Board of Trustees, with the approval of a majority of a quorum, may adjourn a meeting and reconvene an executive session to discuss and vote upon personnel matters, litigation or threatened litigation, orders of business or a privileged, sensitive or similar nature. The nature of any and all business to be considered in an executive session shall first be announced in open session.

10. Report of the Board of Trustees. The Board of Trustees shall present at each annual meeting, and when called for by a vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

11. Special Appointments. The Board of Trustees shall have the authority to appoint sub-committees from time to time and determine the function and period of activity. Such sub-committees shall be composed of at least one Board of Trustees Member as well as any other number of Owners. At least one Board of Trustees Member must be present at each sub-committee meeting.

#### **ARTICLE IV** **OFFICERS**

1. Designation. The principal officers of the Association shall be a Chair and Vice-Chair, both of whom shall be elected by the Board of Trustees. The Board of Trustees shall appoint a Secretary and may appoint such other officers as in its judgment it deems necessary. The Secretary need not be a Member of the Board of Trustees and if he or she is not, shall act solely in the stenographic capacity at meetings of the Board of Trustees, without the right to vote. The Chair and Vice Chair must be Members of the Board of Trustees. Two or more offices may be held by the same person with the exception of the Chair, who may not hold any other office.

2. Election of Officers. The officers of the Association shall be elected annually by the Board of Trustees at the first meeting of each Board of Trustees immediately following the annual meeting of the Association and shall hold office at the pleasure of the Board of Trustees. The Board of Trustees, at a regular meeting or special meeting called for such purpose, shall fill any office vacancy.

3. Removal of Officers. The officers shall hold office until their respective successors are chosen. Any officer elected or appointed by the Board of Trustees may be removed at any time by the affirmative vote of a majority of the Board of Trustees, and his or her successor may be elected at any regular meeting of the Board of Trustees, or at any special meeting of the Board of Trustees called for such purpose.

4. Chair. The Chair shall be the chief executive officer. He or she shall: preside at meetings of the Association and the Board of Trustees; be a member of all sub-committees.; have general or active management of the business of the Board of Trustees; see that all orders and resolutions of the Board of Trustees are carried into effect; and have general powers and duties that are usually vested in or incident to the use of president of a corporation organized under the laws of the State of Utah.

5. Vice-Chair. The Vice-Chair shall, in the absence or disability of the Chair, perform the duties and exercise the powers of the Chair, and shall perform such other duties as the Board of Trustees or Chair shall prescribe. If neither the Chair nor Vice-Chair is able to act, the Board of Trustees shall appoint a Member of the Board of Trustees to do so on an interim basis.

6. Secretary. The Secretary shall attend all meetings of the Board of Trustees and all meetings of the Association and record all votes and minutes of all proceedings in a book to be kept by him or her for that purpose and shall perform all like duties for sub-committees when required. He or she shall: give or cause to be given, notices for all meetings of the Association and Board of Trustees and shall perform other duties as may be prescribed by the Board of Trustees; compile and keep current at the principal office of the Association, a complete list of Owners and their last known addresses, including email addresses (such list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days); keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board of Trustees including resolutions.

#### **ARTICLE V** **FISCAL YEAR**

The fiscal year of the Association shall be the calendar year consisting of twelve (12) months, commencing on January 1 and ending on December 31 of each year. The fiscal year herein established shall be subject to change by the Board of Trustees should it be deemed advisable or in the best interest of the Association.

#### **ARTICLE VI** **INVESTMENT OF COMMON FUNDS**

Common funds may only be deposited into institutions that are federally insured.

#### **ARTICLE VII** **AMENDMENT TO BYLAWS**

1. Amendments. The Declaration may be modified or amended by the affirmative vote of sixty-five percent (65%) of the Owners. The Bylaws may be



amended or modified by the affirmative consent of a majority of the Owners.

2. Recording. An amendment to these Bylaws shall become effective immediately upon recordation in the Office of the County Recorder for Salt Lake County, Utah.

## **ARTICLE VIII** **NOTICE**

1. Manner of Notice. Notice given in accordance with the provisions of the Utah Revised Nonprofit Corporation Act shall be considered fair and reasonable notice. The Association may give notice by hand delivery, text message, e-mail, fax, the Association website, or other electronic means; provided, however, an Owner may, by making a written demand to the Association, require written notice by first class US Mail, postage prepaid.

2. Waiver of Notice. Whenever any notice is required to be given under the provisions of any relevant Utah statute, the Declaration, or these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice (electronic communication is sufficient), whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Declaration.

## **ARTICLE IX** **COMPLIANCE, CONFLICT AND MISCELLANEOUS PROVISIONS**

1. Conflict. These Bylaws are subordinate and subject to all provisions of the Declaration. All terms hereof, except where clearly not consistent to the context, shall have the same meaning as they are defined in the Declaration. In the event of any conflict between these Bylaws and the Declaration, the Declaration shall control.

2. Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abolished or waived by reason of any failure or failures to enforce the same.

3. Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

4. Interpretation. Whenever in these Bylaws the context so requires, the singular number shall refer to the plural and the converse; and the use of any gender shall be deemed to include both masculine and feminine; and the term "shall" is mandatory while "may" is permissive.

5. Severability. The invalidity of any one or more provisions, phrases, sentences, subparagraphs, subsections or sections hereof shall not affect the remaining

portions of this instrument or any part thereof, and in the event that any portion or portions of this document should be invalid or should operate to render this document invalid, this document shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, subsection or subsections, or section or sections had not been inserted.

6. Records. The Association shall: (a) keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the Roadways, specifying and itemizing the maintenance and repair expenses of the Roadways and any other expense incurred; and (b) make those records available for examination by any Owner at a convenient hour during the regular work week no later than fourteen (14) days after the Owner makes a written request to examine the records.

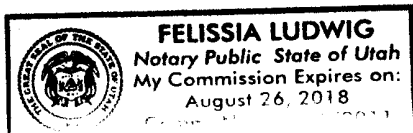
DATED this 14<sup>th</sup> day of January, 2015.

**ACORN HILLS ROAD ASSOCIATION, INC.**  
**a Utah nonprofit corporation**

By: Andrew Wallace  
Andrew Wallace, President and Chair of Board of Trustees

STATE OF UTAH                    )  
  : ss  
COUNTY OF SALT LAKE    )

On this January 14, 2015, personally appeared before me Andrew Wallace, who by me being duly sworn, did say that he is the President and Chairman of the Board of Trustees of the Acorn Hills Road Association, Inc., a Utah nonprofit corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Trustees or Articles of Incorporation and said person acknowledged to me that the same was executed by said corporation.



Felissia Ludwig  
NOTARY PUBLIC FOR UTAH

