

When Recorded Return To:
Solameer Partners, LLC,
500 N. Marketplace Dr. Suite 101
Centerville, UT 84014

CT- 87092 AF

12446045
12/30/2016 4:27:00 PM \$220.00
Book - 10517 Pg - 910-947
Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 38 P.

Scrivener's Affidavit of Correction and Re-Recordation

On February 28, 2014, Woodbury Corporation, a Utah corporation ("**Woodbury**") executed and acknowledged a Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, and Bylaws for Solameer Apartments (a part of the planned Solameer Properties Development) (the "**DEC**"). The DEC was recorded as Document Number 11811812, on February, 28, 2014, at Book 10214, Page 5815-5831 in the Salt Lake County Recorder's Office ("**Original Recordation**").

A complete, accurate, and true copy of the DEC is attached hereto as **Exhibit "A"** and incorporated herein by this reference. Woodbury hereby attests and certifies that the attached is the true, correct, and complete document executed February 28, 2014 and intended to be recorded on the same date.

Through clerical error, the Original Recordation omitted pages 2, 6, 7, 8, 9, 12, 13, 14, 15, 17, and 18 of the DEC. Woodbury hereby executes and acknowledges this Scrivener's Affidavit of Correction and Re-Recordation ("**Affidavit**") to provide a complete, true, and accurate copy of the DEC as a matter of record. The DEC as attached hereto as Exhibit "A" and recorded under this Affidavit shall be effective as of the date of the Original Recordation.

[Signature Pages Begin on Following Page]



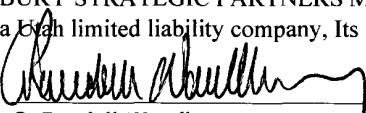
SOLAMEER TOWNHOMES L.L.C., a Utah limited liability company

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

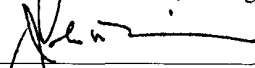
By: WOODBURY STRATEGIC PARTNERS FUND, L.P.,
a Delaware limited partnership,

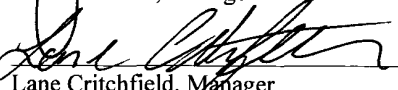
By: WSP TRUFFLES L.L.C., a Delaware limited liability company,
Its General Partner

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

By: 
O. Randall Woodbury, Manager

By: 
Jonathan W. Bullen, Manager

By: 
John R. Miller, Manager

By: 
Lane Critchfield, Manager

[End of Signature Pages]

[Acknowledgements Begin on Following Page]

ACKNOWLEDGMENT

STATE OF UTAH)

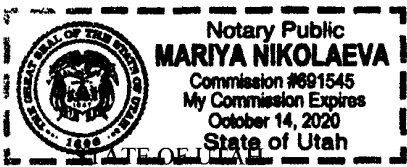
: ss.

COUNTY OF SALT LAKE)

On the 28 day of December, 2016, before me personally appeared O. Randall Woodbury, to me personally known, who being by me duly sworn did say that he is a Manager of Woodbury Strategic Partners Management L.L.C., a Utah limited liability company, known to be the Manager of WSP Truffles L.L.C., a Delaware limited liability company, known to be the general Partners of Woodbury Strategic Partners Fund, L.P. a Delaware limited partnership, Manager of GSW Properties L.L.C., a Utah limited liability company, Manager of SOLAMEER TOWNHOMES L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.

[Handwritten Signature]

Notary Public



: ss.

COUNTY OF SALT LAKE)

On the 29th day of December, 2016, before me personally appeared Jonathan W. Bullen, to me personally known, who being by me duly sworn did say that he is a Manager of Woodbury Strategic Partners Management L.L.C., a Utah limited liability company, known to be the Manager of WSP Truffles L.L.C., a Delaware limited liability company, known to be the general Partners of Woodbury Strategic Partners Fund, L.P. a Delaware limited partnership, Manager of GSW Properties L.L.C., a Utah limited liability company, Manager of SOLAMEER TOWNHOMES L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.

[Handwritten Signature]

Notary Public

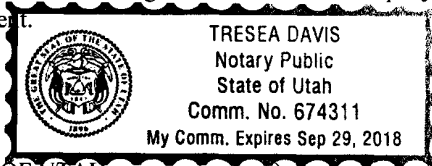


STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 29th day of December, 2016, before me personally appeared John R. Miller, to me personally known, who being by me duly sworn did say that he is a Manager of Woodbury Strategic Partners Management L.L.C., a Utah limited liability company, known to be the Manager of WSP Truffles L.L.C., a Delaware limited liability company, known to be the general Partners of Woodbury Strategic Partners Fund, L.P. a Delaware limited partnership, Manager of GSW Properties L.L.C., a Utah limited liability company, Manager of SOLAMEER TOWNHOMES L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



Tresea Davis

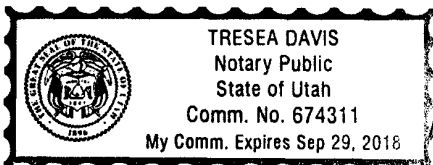
Notary Public

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 29th day of December, 2016, before me personally appeared Lane Critchfield, to me personally known, who being by me duly sworn did say that he is a Manager of Woodbury Strategic Partners Management L.L.C., a Utah limited liability company, known to be the Manager of WSP Truffles L.L.C., a Delaware limited liability company, known to be the general Partners of Woodbury Strategic Partners Fund, L.P. a Delaware limited partnership, Manager of GSW Properties L.L.C., a Utah limited liability company, Manager of SOLAMEER TOWNHOMES L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



Tresea Davis

Notary Public

[End of Acknowledgements]

[Exhibit "A" Begins on Following Page]

W

Lot No.	Parcel No.		
1001	26-36-376-014		
1002	26-36-376-013		
1003	26-36-376-012		
1004	26-36-376-011		
1005	26-36-376-010		
1006	26-36-376-019		
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1017	26-36-376-026		
1018	26-36-376-027		
1019	26-36-376-028		
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1021	26-36-376-030		
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1132	26-36-376-142		
1133	26-36-376-143		
1134	26-36-376-144		
B	26-36-376-052		
Common Area	26-36-376-145		

EXHIBIT "A"

[Continued on Following Page]



WHEN RECORDED RETURN TO:

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

11811812
2/28/2014 4:34:00 PM \$42.00
Book - 10214 Pg - 5815-5831
Gary W. Ott
Recorder, Salt Lake County, UT
TITLE WEST
BY: eCASH, DEPUTY - EF 17 P.

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS,
AND RESERVATION OF EASEMENTS,
AND
BYLAWS
FOR
SOLAMEER APARTMENTS
(a part of the planned Solameer Properties Development)**

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

RECITALS:

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

WHEN RECORDED RETURN TO:

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

This document has been recorded electronically.
Please see the attached copy to view the County
Recorder's stamp as it now appears in the public record.

Date: 2/20/14 Entry: 11011012
Submitted To: Title West Title Co.

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS,
AND RESERVATION OF EASEMENTS,
AND
BYLAWS
FOR
SOLAMEER APARTMENTS
(a part of the planned Solameer Properties Development)**

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E. The Recreational Amenities shall be governed by a Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for the Solameer Recreational Amenities recorded in the office of the County Recorder of Salt Lake County contemporaneously herewith shall be (the "Recreational Amenities Declaration").

F. The Recreational Amenities Declaration shall control the access to and ownership and use of the Recreational Amenities.

G. The Property is an area of unique natural beauty, featuring distinctive terrain.

H. By subjecting the Property to this Declaration, it is the desire, intent and purpose of Declarant to build Apartment Units, and design a product with lease option and conversion features, sufficient not only to enhance the desirability of living in this development but also increase and preserve the attractiveness, quality, value, utility, and economy of the lands and improvements therein.

I. Declarant has constructed or is in the process of constructing upon the Property and Lots certain residential Apartment Units and common elements. The construction shall be completed in accordance with the plans contained in the Final Plat, recorded or to be recorded concurrently herewith.

J. Declarant intends to build, own and rent Apartment Units now.

K. In the future, Declarant if it elects to convert the Apartment Units to Town Homes may market and sell the individual Lots to third parties, subject to the terms and provisions of this Declaration and the Final Plat.

L. Declarant desires by filing this Declaration to submit the Property and all improvements now or hereafter constructed thereon to the provisions and protective covenants set forth herein.

M. Declarant hereby declares that the Property shall be maintained, held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following protections, easements, restrictions, reservations, rights, covenants, conditions, and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness, desirability, and economy of the Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement, renting, conversion, and sale thereof. The protections, covenants, conditions, restrictions, rights, reservations, easements, and equitable servitudes set forth herein shall run with and burden the Property, and shall be binding upon all persons having or acquiring any right, title, or interest therein, or any part thereof, as well as their heirs, successors and assigns, and shall inure to the benefit of every portion of the Project. When the economy generally and real estate market in particular improve sufficiently, the Declarant has reserved the right amend this Declaration and convert the Property to a condominium or other common ownership structure.

COVENANTS, CONDITIONS, AND RESTRICTIONS

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

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



34. **Property or Land** shall mean all of the land or real estate, improvements, and appurtenances submitted to this Declaration.

35. **Recreational Amenities** shall mean the pool, club house, spa, and play area and related facilities.

36. **Recreational Amenities Assessment** shall mean any amount assessed the Solameer Apartments Homeowners Association and Solameer Townhomes Homeowners Association by the Recreational Amenities Association.

37. **Recreational Amenities Association** shall mean the Solameer Apartments Homeowners Association and Solameer Townhomes Homeowners Association acting or taken as a group in accordance with this Recreational Amenities Declaration.

38. **Recreational Amenities Declaration** shall mean the recorded Recreational Amenities Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, and Bylaws for Solameer Townhomes.

39. **Recreational Amenities Expense** shall mean the common expenses of administering, regulating, operating, maintaining, repairing and replacing the Recreational Amenities and the Recreational Amenities Association.

40. **Solameer Properties Development** shall mean the residential development consisting of Solameer Apartments, Solameer Townhomes, and the shared Solameer Recreational Amenities.

41. **Solameer Apartments Owners Association** shall mean the Association.

42. **Solameer Apartments Neighborhood** or **Solameer Apartments** shall mean this Project.

43. **Solameer Townhomes Neighborhood** or **Solameer Townhomes** shall mean the adjoining neighborhood of Town Homes in the Solameer Properties Development and co-Member of the Recreational Amenities Association.

44. **Subdivision** shall mean this the Solameer Apartments Project.

45. **Town Homes** shall mean a Lot or if the context requires a Dwelling constructed upon a Lot as that term is defined by the Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, and Bylaws for Solameer Town Homes and as designated on the Final Plat for Solameer Town Homes.

46. **Use Restrictions** shall mean land use controls expressly set forth in this Declaration and as set forth in the HTC Declaration.

II. SUBMISSION

The Land described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference is hereby submitted to Declaration.

The Land is hereby made SUBJECT TO, and shall be governed by this Declaration.

The Land is also SUBJECT TO the right of the City to access the roads within the Project for emergency vehicles, service vehicles, and to all of the utility installations up to the residential meters.

The Land is also SUBJECT TO the described easements and rights of way. Easements and rights-of-way in favor of the City include but are not limited to any dedicated roadways and public utility easements and are depicted on the Final Plat.

The Land is also SUBJECT to, benefitted and burdened by the Recreational Amenities Declaration and related reciprocal and cross easements.

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

TOGETHER WITH the benefits and burdens of the appurtenant cross and reciprocal use easements on the Solameer Apartments Property, Solameer Townhomes Property, and the Recreational Amenities Property.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservation and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Land or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible and necessary easements and rights-of-way; all easements and rights-of-way of record; any easements, rights of-way, encroachments, or discrepancies shown on or revealed by the Final Plat or otherwise existing; an easement for each and every common area improvement, equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above-described Land; and all easements necessary for servicing, repairing, ingress to, egress from, maintenance of, and replacement of all such Common Area improvements, equipment, pipes, lines, cables, wires, utility systems, and similar facilities.

III. COVENANTS, CONDITIONS, AND RESTRICTIONS

The foregoing submission is made upon, under and subject to the following covenants, conditions, and restrictions:

1. **Description of Improvements.** The Project consists or shall consist of 134 Buildings and 134 Lots. There shall also be Common Area and Facilities. The location and configuration of

the improvements referred to in the foregoing sentence are depicted on the Final Plat. The improvements may be completed in phases.

2. Description and Legal Status of the Property.

- a) The Final Plat shows the Buildings and Building Numbers, the Lot Number of each Lot and its location, and the Common Area and Facilities to which it has immediate access.
- b) All Lots shall be capable of being independently owned.
- c) All Apartment Units shall be capable of being independently rented or leased.
- d) All Lots and Apartment Units are subject to the Declarant's reservation of the absolute and unilateral right to convert the status of the Property to condominium ownership or some other form of common ownership.

3. Association.

- a) The primary purpose of the Association currently is to participate as a member of the Recreational Amenities Association and to administer this Declaration. The Association shall have a corporate status. The Board of Directors may re-file the articles of incorporation of the Association if its status has been suspended or dissolved, and may adopt Bylaws if none exist.
- b) The Association shall register with the Utah Department of Commerce and pay the registration fee. The registration shall include: (a) the name and address of the Association; (b) the name, address, telephone number, and, if applicable, e-mail address of the President of the Association; (c) the name and address of each member of the Board of Directors; (d) the name, address, telephone number, and, if the contact person wishes to use e-mail or facsimile transmission for communicating payoff information, the e-mail address or facsimile number, as applicable, of a primary contact person who shall provide Association payoff information.
- c) The affairs of the Association shall be governed by a Board of Directors in accordance with this Declaration and the Bylaws.

4. Status and General Authority of Board of Directors. The primary purpose of the Board of Directors is to direct the affairs of the Association and elect or appoint a delegate to serve on the governing board of the Recreational Amenities Association. Any instrument executed by the Board of Directors that recites facts which, if true, would establish the Board of Directors' power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument. The Association shall, in connection with its exercise of any of the powers delineated in subparagraphs (a) through (j) below, constitute a legal entity capable of dealing in its own name. The Board of Directors shall have, and is hereby granted, the following authority and powers:



a) **Access.** The right, power and authority to have and/or grant access to each Lot and Apartment Unit: (1) from time to time during reasonable hours and after reasonable notice to the occupant of the Apartment Unit being entered, as may be necessary for the maintenance, repair or replacement of any of the Common Area and Facilities; or (2) for making emergency repairs necessary to prevent damage to the Common Area and Facilities or to a Lot or Apartment Unit. A reasonable effort shall be made to provide notice to the occupant of the Apartment Unit prior to entry.

b) **Grant Easements.** The right, power, and authority, without the vote or consent of Mortgagees, insurers or guarantors of any Mortgage, or of any other Person, to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Solameer Apartments Property for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance, operation or regulation of the Project.

c) **Execute Documents.** The right, power, and authority to execute and record, on behalf of all Owner or Owners, any amendment to the Declaration or Final Plat which has been approved by the vote or consent necessary to authorize such amendment.

d) **Standing.** The right, power, and authority to sue and be sued.

e) **Enter Into Contracts.** The right, power, and authority to enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.

f) **Promulgate Rules.** The right, power, and authority to promulgate such reasonable administrative guidelines, rules, regulations, policies and procedures as may be necessary or desirable to aid the Association and the Board of Directors in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with this Declaration.

g) **Preside Over and Conduct Meetings.** The right, power, and authority to preside over and to conduct meetings. Unless prohibited by statute meetings are not required to be open. The Board of Directors may decide what (if any) portion of the meeting shall be open or closed to non-Board of Directors members, to retire to executive session, to regulate record keeping, and to allow, control or prohibit the electronic reproduction (video, audio or other) of meetings.

h) **Delegation of Authority.** The right, power, and authority to delegate its responsibilities over the management and control of the Common Area and regulation of the Project to a professional manager, reserving the right, power and authority, however, to control and oversee the administration thereof.

i) **Appoint a Delegate To Serve as Director on the Board of Directors of the Recreational Amenities Association.** Appoint a delegate to serve as a director on the governing board of the Recreational Amenities Association.

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

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

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

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

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

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

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

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

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

13. **Rental Agreements.**

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

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

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

14. Easements.

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

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

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

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

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

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

- Solameer Townhomes Property

for the purpose of doing all things that are reasonably necessary as a part of constructing any new improvements for the Solameer Properties Development. The Owners by acceptance of a deed or other document of conveyance do hereby acknowledge and agree that there shall be construction activities, traffic, noises, odors and vibrations which may temporarily disrupt their quiet enjoyment of their Recreational Amenities Property until all improvements are complete, and do hereby waive any right to object to such construction activity. Declarant's construction activities pursuant to the easement granted hereunder shall not be deemed to be a violation of the Use Restrictions.

d) Locations of Facilities Easement. Declarant hereby reserves for itself and its affiliates and assignees a non-exclusive easement over, to, from, under, across and through the following unimproved areas of land (the "Facilities Easement Area"):

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

to construct, operate, maintain, repair and replace all types of telecommunication facilities, including but not limited to roof antennas, within suitable locations for such facilities (the "Locations of Facilities") within the Project. Declarant further reserves a right of access to the Locations of Facilities over, across, and through all Common Area and Facilities of the Solameer Properties Development in order to access the Locations of Facilities to exercise the rights established herein. Declarant reserves the perpetual right to transfer by easement, license agreement or other conveyance the rights reserved hereunder to one or more telecommunication facilities providers. Declarant may exercise all of such rights unilaterally and without the consent of any Owner, Mortgagee or the Recreational Amenities Association. The Recreational Amenities Association, on behalf of all Owners, agrees to execute such further and additional instruments as may be requested by Declarant documenting the rights hereunder, in form satisfactory to the Declarant, and any assignee of its rights hereunder.

(e) Easements for Utilities, Drainage and Irrigation. Easements for utilities, the common secondary water system and any weir, filter and pump station, drainage systems and facilities, irrigation and sprinkler systems are reserved hereby and on the recorded Final Plat over, to, from, under, across and through the following unimproved areas of land (the "Utility Easement Area"):

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

No Person may do any landscaping, grading or work, or install any structure, building, improvement, planting, or other object, natural or artificial, or materials which may damage or interfere with the installation and maintenance of such utilities, facilities, systems, and patterns,

or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the established channels in the easements and rights of way. If any such improvements, facilities, systems or patterns are altered, the Declarant expressly reserve the right to enter onto the property in order to restore the area without being guilty of a trespass. The Person responsible for the damage and the work shall be liable for the costs of repair and restoration.

(f) Drainage. No Person may change the direction or flow of drainage channels or obstruct or retard the flow of water through the channels established by the Declarant over, to, from, under, across and through the following unimproved areas of land (the "Drainage Easement Area"):

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

(g) Encroachment. If any part of a Lot, Building or Common Area improvement encroaches or shall hereafter encroach upon another Lot, Building or Common Area improvement, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of a Building or improvement, by error in the Final Plat, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Building or Common Area improvement, or any part thereof.

(h) Joint or Common Utility Easements with Neighboring Subdivisions, Projects or Developments. The Declarant for itself and/or its successors in interest (including but not limited to the Association) hereby reserves the irrevocable and exclusive right, without any additional consent required, to enter into easement agreements with or grant easements to adjoining subdivisions, projects or developments any and all reasonable and necessary access, utility or related easements or rights of way for ingress, egress, gas, water, power, sewer, storm drain systems or the like over, to, from, under, across and through the following unimproved areas of land (the "Common Utility Easement Area"):

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

(i) General Access Easements and Rights of Way. Declarant hereby grants and conveys to grants to the Recreational Amenities Association, Solameer Apartments Association, Solameer Townhomes Association, and the Owners, their successors and assigns, a non-exclusive and perpetual right to use and access the roads and common walk ways throughout the following unimproved areas of land (the "Access Easement Area"):

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

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

for vehicular and pedestrian traffic, ingress, egress and access, including all fire, emergency and maintenance vehicles. No Owner or Person shall obstruct, impede, block fence, gate, wall-off, barricade or take any action or fail to take any action which materially limits or impairs the free and unimpeded use of the foregoing access easement and right of way granted hereby. In addition, every Association, Owner, Lot and Apartment Unit have the right and non-exclusive easement to use and enjoy all of the Common Area and Facilities, including the Recreational Amenities. Such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following restrictions: (1) The right of the Associations to limit the number of guests, occupants and residents; (2) The right of the Associations to suspend the voting privilege; and (3) The right of the Associations to dedicate or transfer all or any part of the Common Area and Facilities to any public agency, authority, or utility for the purpose of regulating transportation, maintaining the roadways or providing utilities and other similar or related purposes. During the Period of Declarant's Control, any such dedication or transfer shall be effective only if approved in writing expressly by the Declarant. Subject to the Project Documents, each Owner shall be entitled to the exclusive ownership and possession of his Lot, to the exclusive use of Limited Common Area appurtenant thereto (if any), to use the Common Area and Facilities, including the Recreational Amenities, and to membership in his Neighborhood Association, either the Solameer Townhomes Association or the Solameer Apartments Association.

(j) Entry and Entry Monument Easements. The Declarant hereby reserves for itself and grants to the Solameer Townhomes Association, Solameer Apartments Association and the Recreational Amenities Association an easement for the Entry to the Project and Entry Monument, and corresponding easements for the utility, drainage and irrigation systems and facilities. No Owner or resident may do any landscaping, grading or work, or install any structure, building, improvement, planting, or other object, natural or artificial, or materials which may damage or interfere with the installation and maintenance of such improvements, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. If a drainage channel is altered by an Owner or resident, then the Declarant reserves to itself and grants to its successors and assigns the right to enter onto the property to restore the area at the cost of the Owner or resident, and without being guilty of a trespass.

(k) Construction. All conveyances of a Lot hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to this Declaration, even though no specific reference to such easements appears in any such conveyance.

(l) Private Easement. The easements and rights of way created hereby and the land benefitted or burdened thereby are intended to be used as a private non-exclusive easement for the use and benefit of the Solameer Apartments, Solameer Townhomes and Recreational Amenities, and not for the general public.

15. **Operation, Maintenance and Alterations.** The Property, Buildings, Lots, Apartment Units, and Common Area shall be maintained in good condition and repair. No resident may do any work or make any alterations or changes which would jeopardize the soundness or safety of the Project, reduce its value, or impair any easement or hereditament, without in every such case the express prior consent of the Association being first had and obtained.

16. **Recreational Amenities Assessment and Related Charges.** The Association shall pay its share of the Recreational Amenities Assessment and the cost of maintaining the Property.

17. **Insurance.** The Association shall purchase and maintain adequate insurance coverage if reasonably available:

- Public Liability Insurance
- Property Insurance
- Directors and Officers Insurance
- Fidelity Bond
- Workers Compensation

18. **Liability of Board of Directors.** The Association shall indemnify every officer and member of the Board of Directors against any and all expenses, including but not limited to attorney's fees reasonably incurred by or imposed upon any officer or member of the Board of Directors in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or member of the Board of Directors. The officers and members of the Board of Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and members of the Board of Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or members of the Board of Directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and member of the Board of Directors free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or member of the Board of Directors, or former officer or member of the Board of Directors, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officer's and director's insurance coverage to fund this obligation, if such insurance is reasonably available.

19. **Vote Without A Meeting.** Decisions and votes on matters may occur without the necessity of a meeting in accordance with the provisions of the Utah Nonprofit Corporation Act.

20. **Mortgagee Protection.** Nothing herein contained, and no violation of these covenants, conditions and restrictions, shall invalidate or impair the lien of any mortgage or deed of trust, given in good faith and for value.

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

22. **Interpretation.** To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

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

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

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

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

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

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



notice; provided, however an Owner may by making a written demand to the Association require written notice.

29. **Reservation of Right.** Declarant hereby expressly reserves the absolute and unilateral right to convert the status and nature of the ownership of the Property from rental apartments to a condominium or other common ownership scheme in accordance with the requirements of the local ordinance and state law.

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

31. **Duration.** This Declaration shall continue for a term of twenty (20) years from its date of recordation in the office of the Salt Lake County Recorder. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years unless or until the members of the Association unanimously determine to terminate this Declaration.

[Signature Pages to Follow]



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

DECLARANT:

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


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

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

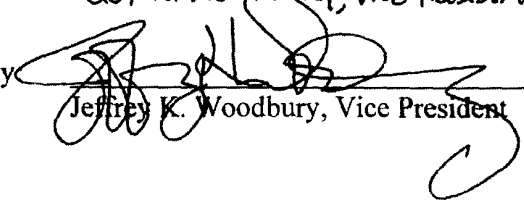
By: WSP TRUFFLES L.L.C., a Delaware limited liability company, Its General Partner

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

By: WOODBURY CORPORATION, a Utah corporation, Its Manager

By: 

O. Randall Woodbury, President
GUY R. WOODBURY, VICE PRESIDENT

By: 

Jeffrey K. Woodbury, Vice President

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

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



Kristina Marie Schofield
Notary Public

[Handwritten initials]

EXHIBIT "A"
LEGAL DESCRIPTION OF LAND

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

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

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

EXHIBIT "B"
BYLAWS
OF
SOLAMEER APARTMENTS OWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

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

ARTICLE II
DEFINITIONS

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

ARTICLE III
MEETINGS OF MEMBERS OF THE ASSOCIATION

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

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

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

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

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

ARTICLE IV BOARD OF DIRECTORS AND TERM OF OFFICE

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

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

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

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

Section 4.05 Voting. Each Member shall have one vote.

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

ARTICLE V MEETINGS AND ACTION WITHOUT A MEETING

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

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

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

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

ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

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

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

ARTICLE VII OFFICERS AND THEIR DUTIES

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

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

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

Section 7.04 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

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

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

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

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

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

**ARTICLE VIII
COMMITTEES**

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

**ARTICLE IX
BOOKS AND RECORDS**

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

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

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

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

**ARTICLE X
AMENDMENTS**

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

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

**ARTICLE XI
MISCELLANEOUS**

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

[Signature Pages to Follow]



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

DECLARANT:

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

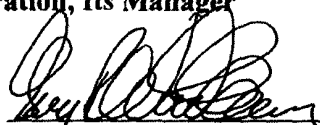
By: GSW PROPERTIES L.L.C., a Utah limited liability company, Its Manager

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

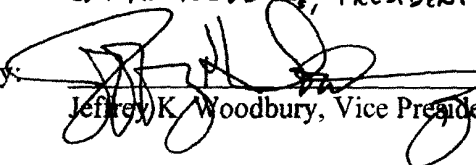
By: WSP TRUFFLES L.L.C., a Delaware limited liability company, Its General Partner

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

By: WOODBURY CORPORATION, a Utah corporation, Its Manager

By: 

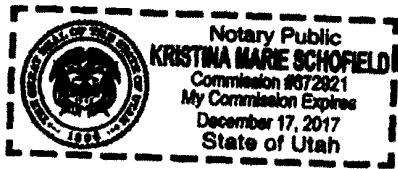
Guy R. Woodbury, President
GUY R. WOODBURY, PRESIDENT

By: 

Jeffrey K. Woodbury, Vice President

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

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



Kristina Schofield
Notary Public

[Handwritten initials]

[End of Exhibit "A"]

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