

**MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATION OF EASEMENTS**

FOR GIVERNY

This Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Giverny is made by GIVERNY, LLC, a Utah limited liability company located at 9216 S. Wasatch Blvd., Cottonwood Heights, UT 84093 ("Declarant"). The capitalized terms used in the Preamble are defined in Article I.

P R E A M B L E:

A. Declarant is the Owner of the Giverny Planned Unit Development, a one hundredt sixty-two single family, detached residential planned unit development project (the "Project") located on approximately 44.329 acres of real property at about 9160 S. Wasatch Blvd. in Cottonwood Heights City, County of Salt Lake, Utah, described as follows:

Beginning at a point on the west line of Wasatch Boulevard, said point being North 0°03'13" West 496.33 feet along the section line and West 109.48 feet from the Southeast Corner of Section 2, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running:

thence West 1122.76 feet to the centerline of Little Cottonwood Creek;
thence North 23°12'33" West 56.34 feet along the centerline of Little Cottonwood Creek;
thence North 13°27'10" West 30.22 feet along the centerline of Little Cottonwood Creek;
thence North 2°20'42" East 72.17 feet along the centerline of Little Cottonwood Creek;
thence North 1°26'06" East 60.50 feet along the centerline of Little Cottonwood Creek;
thence North 2°51'34" West 63.30 feet along the centerline of Little Cottonwood Creek;
thence North 35°51'24" West 105.11 feet along the centerline of Little Cottonwood Creek to the 40 Acre line, also being the east line of property owned by Sandy City Corporation;
thence North 0°15'43" East 455.00 feet along the 40 Acre line and the east line of the Sandy City Corporation property to the south line of the property owned by Salt Lake City Corporation;
thence East 207.40 feet along the south line to the Southeast Corner of property owned by Salt Lake City Corporation;
thence North 0°15'43" East 420.00 feet along the east line to the Northeast Corner of property owned by Salt Lake City Corporation, and to and along the east line to the Northeast Corner of property owned by Murray City Corporation, said point being South 50°47'51" West (South 50°30' West by Deed) 1435.39 feet from the East Quarter Corner of said Section 2;
thence West 96.35 feet along the north line of property owned by Murray City Corporation to the east line of the Salt Lake City Conduit recorded July 13, 1931 in Book 95 of Liens and Leases at Page 279 of the records of Salt Lake County;
thence North 25°22'00" East 47.44 feet along the east line of said Salt Lake City Conduit in Book 95 of Liens and Leases at page 279;
thence North 54°51'00" East 148.00 feet along the east line of said Salt Lake City Conduit in Book 95 of Liens and Leases at page 279;
thence North 64°26'00" East 188.18 feet along the east line of said Salt Lake City Conduit in Book 95 of Liens and Leases at page 279;

thence North 41°17'00" East 285.54 feet to the Southwest Corner of Golden Hills No. 12
 Subdivision;
 thence South 58°00'00" East 207.46 feet along a south line to an interior corner of Golden Hills
 No. 12 Subdivision;
 thence South 32°00'00" West 41.00 feet along a west line to a Southwest Corner of Golden
 Hills No. 12 Subdivision;
 thence South 58°00'00" East 152.28 feet along a south line to a Southeast Corner of Golden
 Hills No. 12 Subdivision;
 thence North 32°00'00" East 39.24 feet along an east line to an interior corner of Golden Hills
 No. 12 Subdivision;
 thence South 58°00'00" East 162.72 feet along a south line to a Southeast Corner of Golden
 Hills No. 12, Subdivision;
 thence North 32°00'00" East 72.10 feet along an east line of Golden Hills No. 12 Subdivision;
 thence Northeasterly 36.20 feet along the arc of a 414.83 foot radius curve to the left (the center
 bears North 58°00'00" West and the long chord bears North 29°30'00" East 36.19 feet, through a
 central angle of 5°00'00") along an east line to an interior corner of Golden Hills No. 12
 Subdivision;
 thence South 63°00'00" East 122.57 feet along a south line to a Southeast Corner of Golden
 Hills No. 12 Subdivision, said point also being an angle point on the west line of Golden Hills No.
 16 Subdivision;
 thence South 5°00'00" West 95.68 feet along the west line to the Southwest Corner of Golden
 Hills No. 16 Subdivision;
 thence South 77°00'00" East 292.54 feet along a south line to an interior corner of Golden Hills
 No. 16 Subdivision;
 thence South 13°00'00" West 29.64 feet along a west line to a Southwest Corner of Golden
 Hills No. 16 Subdivision;
 thence South 77°00'00" East 200.05 feet, (199.82 feet deed), along a south line of Golden Hills
 No. 16 Subdivision to the west line of Wasatch Boulevard;
 thence Southerly 508.49 feet along the arc of a 5689.58-foot radius curve to the right (the center
 bears North 81°13'02" West and the long chord bears South 11°20'35" West 508.32 feet, through a
 central angle of 5°07'14"), along said Wasatch Boulevard;
 thence Southerly 85.40 feet along the arc of a 960.00-foot radius curve to the right (the center
 bears North 76°05'48" West and the long chord bears South 16°27'06" West 85.37 feet, through a
 central angle of 5°05'48"), along said Wasatch Boulevard;
 thence South 19°00'00" West 39.39 feet along said Wasatch Boulevard to the Northeast Corner
 of Lot 1, Big Rock Estates Subdivision;
 thence North 65°00'00" West 92.96 feet along a north line to an interior corner of Lot 1, Big
 Rock Estates Subdivision;
 thence North 4°23'55" East 28.60 feet along an east line to a Northeast Corner of Lot 1, Big
 Rock Estates Subdivision;
 thence North 65°00'00" West 90.32 feet along a north line to a Northwest Corner of Lot 1, Big
 Rock Estates Subdivision;
 thence North 4°23'55" East 160.26 feet;
 thence North 85°36'05" West 61.19 feet;
 thence Southwesterly 71.27 feet along the arc of a 250.00 foot radius curve to the left (center
 bears South 04°23'54" West and the chord bears South 86°13'53" West 71.03 feet with a central
 angel of 16°20'03;
 thence South 4°23'55" West 129.08 feet to the Northeast Corner of Lot 3, Big Rock Estates
 Subdivision;
 thence North 85°18'14" West 106.21 feet along a north line to the Northwest Corner of Lot 3,
 Big Rock Estates Subdivision;

thence South 9°00'00" West 19.00 feet along the west line of Lot 3, Big Rock Estates Subdivision;
thence North 81°34'00" West 17.00 feet;
thence Southwesterly 57.43 feet along the arc of a 271.76 foot radius curve to the right, (center bears North 66°04'55" West and the long chord bears South 29°58'19" West 57.32 feet, with a central angle of 12°06'28");
thence 36°00'00" West 14.00 feet;
thence South 54°00'00" East 278.01 feet to and along the south line of Lot 3, Big Rock Estates Subdivision to and along and to an interior corner of Lot 2, Big Rock Estates Subdivision;
thence South 0°09'44" West 31.76 feet along the west line to an angel point in the said west line of Lot 2, Big Rock Estate Subdivision;
thence South 36°00'00" West 25.27 feet along the west line to a Southwest Corner of Lot 2, Big Rock Estates Subdivision;
thence South 54°00'00" East 161.35 feet along the south line to the Southeast Corner of Lot 2, Big Rock Estates Subdivision, said point being on the west line of Wasatch Boulevard;
thence South 32°00'00" West 220.27 feet along the west line of Wasatch Boulevard to the section line;
thence North 0°10'10" East 42.46 feet along the west line of Wasatch Boulevard and the section line;
thence Southwesterly 159.12 feet along the arc of an 1185.46-foot radius curve to the left (the center bears South 60°13'17" East and the long chord bears South 25°56'00" West 159.00 feet, through a central angel of 7°41'26"), along the west line of Wasatch Boulevard;
thence North 67°54'43" West 20.00 feet along the west line of Wasatch Boulevard;
thence Southwesterly 26.31 feet along the arc of a 1205.92-foot radius curve to the left (the center bears South 67°54'43" East and the long chord bears South 21°27'47" West 26.31 feet, through a central angle of 1°15'00"), along the west line of Wasatch Boulevard;
thence South 20°50'17" West 22.38 feet along the west line of Wasatch Boulevard to the point of beginning.

Contains 1,930,971 square feet or 44.329 acres.

B. Declarant and all of the Neighborhood Builders (designated by Declarant as of the recordation of this Master Declaration or any that are designated in the future by Declarant) have agreed or will agree that all of the Properties will be developed with certain common objectives, and that Owners of Lots or Houses within the Residential Area of the Properties will have certain common interests. The Residential Area and any other area of the Annexable Territory added to the Properties will be developed with objectives designed to benefit all the property within the Properties, even though the areas are of different character. This common development scheme created by Declarant and the Neighborhood Builders imposes reciprocal burdens and benefits on all of the Properties.

C. Declarant deems it desirable, for the efficient preservation of the amenities in the Properties, to create a planned unit development in a master planned community. The general plan of development of the Properties will include forming a corporation pursuant to the Utah Revised Nonprofit Corporations Act to which will be assigned the powers of (1) owning, maintaining and administering the Master Association Property, (2) administering and enforcing the Governing Documents, and (3) collecting and disbursing Assessments. The Members of the Master Association will be the Owners of Lots in the Properties, as further provided in Article III of this Master Declaration.

D. Declarant declares that the Properties will be transferred, encumbered, leased, used and improved subject to this Master Declaration, which is for the purpose of enhancing the attractiveness and desirability of the Properties, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Properties. The covenants, conditions, restrictions, reservations, easements and equitable servitudes in this Master Declaration will (1) run with and burden the Properties and be binding upon all Persons having or acquiring any interest in the Properties, their heirs, successors and assigns; (2) inure to the benefit of the Properties and all interests therein; (3) inure to the benefit of and be binding upon Declarant, the Neighborhood Builders, and each of their respective successors-in-interest, each Owner and each Owner's successors in interest; and (4) may be enforced by Declarant, any Neighborhood Builder, any Owner and the Master Association.

INTRODUCTION TO THE PROPERTIES

Declarant has established this Master Declaration to provide a governance structure for the community in the Properties. The Master Association is the homeowners association formed to manage, maintain and govern the Properties. The Master Association's powers are described in Sections 3.2 and 3.3. The majority of the Master Association's business is overseen by its Board of Directors. Day-to-day activities are supervised by the Master Association's officers and the Community Manager. The Aesthetic Review Committee is a committee of the Master Association formed to have jurisdiction over design, development and aesthetics in the Properties.

Certain issues cannot be decided by the Board of Directors of the Master Association. Instead, these issues will be presented to the Neighborhood Representatives or the Members of the Master Association. The Neighborhood Representatives are elected by each of the Neighborhoods in the Properties. The Neighborhood Representatives' job includes informing Members who live in their Neighborhoods of various events and activities. Information about the Neighborhood Representatives' powers and duties as well as information about their election, term of office and decision-making procedure is contained in the Bylaws. Procedures for calling Member meetings are also contained in the Bylaws.

In addition to this Master Declaration, some Neighborhoods may also be governed by Neighborhood Declarations. These Neighborhood Declarations may impose additional restrictions on Lots or Houses in the affected Neighborhoods. The Neighborhood Declarations may also create Neighborhood Associations which will be operated pursuant to their own articles of incorporation and bylaws. The Neighborhood Associations may have their own Aesthetic Review Committees and may adopt their own architectural guidelines or Neighborhood rules and regulations. The Neighborhood Declarations, the management documents of Neighborhood Associations, and rules and regulations or architectural or landscaping guidelines of various Neighborhoods may supplement or be more restrictive than the Governing Documents so long as they are consistent with the scheme of governance established by the Governing Documents. However, if they attempt set standards or requirements below the minimum standards and requirements set forth in the Master Declaration, then the Master Declaration will be the controlling document.

To encourage a sense of community in the Properties, this Master Declaration provides for Special Benefit Areas as an alternative to the creation of multiple Neighborhood Associations. The Special Benefit Areas permit Neighborhoods to receive extra services or other benefits from the Master Association and for the Owners within such Neighborhoods to pay for these benefits above the basic level of the Common Assessments for the entire community.

ARTICLE I DEFINITIONS AND INTERPRETATION

The following defined terms shown in bold, italics and underlined have the meanings given in this Article and are subject to the limitations described in this Article.

1.1. AESTHETIC REVIEW COMMITTEE. “*Aesthetic Review Committee*” means the Aesthetic Review Committee created pursuant to Article IV.

1.2. ANNEXABLE TERRITORY. “*Annexable Territory*” means the real property described in Exhibit A, all or any portion of which may be made subject to this Master Declaration by following the procedure established in Article XVI.

1.3. ANNUAL ASSESSMENT. “*Annual Assessment*” has the meaning given in Section 7.3.2.

1.4. ANNUAL ASSESSMENT FUND. “*Annual Assessment Fund*” has the meaning given in Section 7.3.2.

1.5. ARCHITECTURAL GUIDELINES. “*Architectural Guidelines*” mean the design standards, guidelines, procedures and rules adopted pursuant to Article IV.

1.6. This Section purposely omitted.

1.7. ARTICLES. “*Articles*” mean the Articles of Incorporation of the Master Association as amended or restated. A copy of the initial Articles is attached as Exhibit B.

1.8. ASSESSMENT. “*Assessment*” means any Common Assessment, Capital Improvement Assessment, Compliance Assessment or Reconstruction Assessment.

1.9. BOARD OR BOARD OF DIRECTORS. “*Board*” or “*Board of Directors*” means the Master Association’s Board of Directors.

1.10. BUDGET. “*Budget*” means a written, itemized estimate of the Master Association’s income and Common Expenses as more further described in Section 7.2.1.

1.11. BYLAWS. “*Bylaws*” mean the Bylaws of the Master Association initially in the form of Exhibit C, as amended or restated.

1.12. CAPITAL IMPROVEMENT. “*Capital Improvement*” means the addition of an Improvement to a Common Area or Master Association Property which did not previously exist, or expansion of an existing Improvement to a Common Area or Master Association Property, or

installation of a better quality facility, product, or repair to an existing Improvement to a Common Area or Master Association Property.

1.13. CAPITAL IMPROVEMENT ASSESSMENT. “*Capital Improvement Assessment*” means a charge against the Owners and their Lots representing a portion of the cost to the Master Association for installing or constructing Capital Improvements on the Master Association Property. Capital Improvement Assessments will be levied in the same proportion as Common Assessments.

1.14. CITY. “*City*” means Cottonwood Heights City, Utah, and its various departments, divisions, employees and representatives.

1.15. CLOSE OF ESCROW. “*Close of Escrow*” means the date on which a deed is Recorded conveying a Lot to a member of the public. The term “*Close of Escrow*” does not include the Recordation of a deed (i) between Declarant and (a) any successor to any rights of the Declarant or (b) any Neighborhood Builder; or (ii) between Neighborhood Builders.

1.16. COMMON AREA. “*Common Area*” or “*Common Areas*”) means (a) the Capital Improvements, (b) the Master Association Property and (c) land within the Properties that having been approved by the Board is (i) designated in a Neighborhood Declaration as “common area,” (ii) owned or maintained by a Neighborhood Association for the primary benefit of the Owners within the jurisdiction of the Neighborhood Association, or (iii) identified on a Neighborhood Association Plat as “common area.”

1.17. COMMON ASSESSMENT. “*Common Assessment*” means a charge against the Owners and their Lots to be used to satisfy Common Expenses. Common Assessments are composed of a “General Assessment Component” and, possibly, a “Special Benefit Area Assessment Component,” as provided in Section 7.2.2.

1.18. COMMON EXPENSES. “*Common Expenses*” means those expenses for which the Master Association is responsible under this Master Declaration, including, but not limited to, the actual and estimated costs of the following:

- Maintaining, managing and operating the Master Association Property and Common Area;
- Unpaid Capital Improvement Assessments, Common Assessments, Compliance Assessments and Reconstruction Assessments;
- Any commonly metered utilities or other commonly metered charges not paid for by a Neighborhood Association;
- Managing and administering the Master Association;
- Compensation paid by the Master Association to managers, accountants, attorneys and Master Association employees and contractors;

- All utilities, landscaping, trash pickup, snow removal and other services benefiting the Master Association Property or Common Area;
- Maintaining address identification signs not provided for by a Neighborhood Association;
- Fire, casualty and liability insurance, worker's compensation insurance, and other insurance covering the Properties and the directors, officers and agents of the Master Association;
- Bonding the members of the Master Association Board of Directors, its officers and other representatives;
- Taxes paid by the Master Association;
- Amounts paid by the Master Association for discharge of any lien or encumbrance levied against the Properties;
- Reasonable reserves;
- Providing protective services for the Master Association Property or other portions of the Properties;
- Payments under contracts entered into by the Master Association;
- Expenses designated as Common Expenses in Supplemental Declarations;
- All other expenses incurred by the Master Association for any reason whatsoever in connection with the Properties, for the common benefit of the Owners.

1.19. COMMUNITY GUIDELINES. “*Community Guidelines*” mean the Community Guidelines adopted, amended or restated by the Board.

1.20. COMPLIANCE ASSESSMENT. “*Compliance Assessment*” means a charge against a particular Owner or Neighborhood Association directly attributable to or reimbursable by that Owner or Neighborhood Association equal to the cost incurred by the Master Association for corrective action performed pursuant to the Governing Documents, or a fine or penalty assessed by the Board, plus interest and other charges on such Compliance Assessments as provided for in the Governing Documents. Compliance Assessments may include any collection costs, expenses and reasonable attorneys’ fees.

1.21. DECLARANT. “*Declarant*” means GIVERNY, LLC, a Utah limited liability company, its successors and any Person to which it shall have assigned any rights hereunder by express written assignment. Any such assignment may include some or all of the rights of the Declarant and may be subject to such purposes, conditions or limits as GIVERNY, LLC, may

impose in its sole and absolute discretion. As used in this Section, "successor" means a Person who acquires Declarant or substantially all of its assets, or who merges with Declarant, by sale, merger, reverse merger, consolidation, sale of membership interests, stock or assets, operation of law or otherwise.

1.22. DECLARANT CONTROL PERIOD. Notwithstanding any other provision of the Master Declaration to the contrary and subject to the subsections below, there shall be a Declarant control period during which the Declarant controls the Master Association and Declarant or a Person designated by the Declarant may appoint and remove all or some of the officers and directors of the Master Association as it sees fit (the "**Declarant Control Period**"). The Declarant Control Period terminates no later than the earlier of:

1.22.1. sixty (60) days after the conveyance by Declarant of one-hundred percent (100%) of the Lots that may be created within the Properties to Owners other than the Declarant and Neighborhood Builders;

1.22.2. seven (7) years after the Declarant has ceased to offer Lots for sale in the ordinary course of its business; or

1.22.3. the day the Declarant, after giving written notice to the Lot Owners, records an instrument executed and acknowledged by Declarant, voluntarily surrendering all rights to control activities of the Master Association. For purposes of clarity it is acknowledged that the Declarant may, but is not obligated to, voluntarily surrender the right to appoint and remove officers and Board members as provided herein before the termination period set forth above. In case of such voluntary surrender, the Declarant may require that specified actions of the Master Association or the Board may only be taken after obtaining Declarant's approval prior to becoming effective.

1.23. DECLARANT'S NEIGHBORHOOD REPRESENTATIVE. "**Declarant's Neighborhood Representative**" means the Neighborhood Representative(s) appointed by Declarant to represent Declarant and all Neighborhood Builders and to cast the Class A and Class B votes belonging to the Declarant and all Neighborhood Builders.

1.24. This Section purposely omitted.

1.25. FAMILY. "**Family**" means (a) one Person or a group of natural Persons related to each other by blood, marriage or adoption, or (b) a group of natural Persons defined by Cottonwood Heights City Zoning Code to be a family.

1.26. FHA. "**FHA**" means the Federal Housing Administration of the United States Department of Housing and Urban Development and its successors.

1.27. FHLMC. "**FHLMC**" means the Federal Home Loan Mortgage Corporation created by Title II of the Emergency Home Finance Act of 1970, and its successors.

1.28. FIRST SUBDIVISION. The "**First Subdivision**" is the real property described in Paragraph A of the Preamble to this Master Declaration.

1.29. **FISCAL YEAR.** “Fiscal Year” means the fiscal accounting and reporting period of the Master Association.

1.30. **FINAL PLAT.** “Final Plat”, “Plat”, “Plat Map” or “Map” means that certain planned unit development subdivision plat of the Project prepared in connection with the Cottonwood Heights City Planning Commission’s Preliminary Approval of PUD-14-001 Giverny PUD issued on January 9, 2015 (the “Preliminary Approval”), executed by the Declarant and the various City entities and other parties, and recorded with the Salt Lake County Recorder, as amended.

1.31. **FNMA.** “FNMA” means the Federal National Mortgage Association, a government- sponsored private corporation established pursuant to Title VIII of the Housing and Urban Development Act of 1968, and its successors.

1.32. **GENERAL RESERVES.** “General Reserves” mean Master Association funds set aside for funding periodic repairs and maintenance of the components of the Master Association Property, excluding any Special Benefit Area Properties, which would not reasonably be expected to recur on an annual or more frequent basis and for payment of deductible amounts for insurance policies which the Master Association obtains. The amount of General Reserves will be determined annually by the Board pursuant to reserve cost guidelines established in accordance with state law and prudent property management practices. The total amount of the General Reserves collected will be referred to herein as the “General Reserves Fund”.

1.33. **GIVERNY PUD.** “Giverny PUD” has the meaning given in Recital Paragraph A of this Master Declaration.

1.34. **GNMA.** “GNMA” means the Government National Mortgage Association administered by the United States Department of Housing and Urban Development, and its successors.

1.35. **GOVERNING DOCUMENTS.** “Governing Documents” mean this Master Declaration, all Supplemental Declarations, the Articles, the Bylaws, the Architectural Guidelines and the Community Guidelines.

1.36. **HOUSE.** “House” means a structure built upon a Lot intended for occupancy as a detached residence for a single family in a manner consistent with this Master Declaration and any amendments thereto. The term shall, unless otherwise specified, include a single family, detached residence that is in process of construction but has yet to be completed or yet to have received a certificate of occupancy. The term shall include the Lot on which the House is built, any additional, duly approved improvements located on the Lot (such as a small shed or other structure) and any and all other improvements and rights appurtenant to the Lot.

1.37. **HOUSE ASSESSMENT.** “House Assessment” has the meaning given in Section 7.3.2.

1.38. IMPROVEMENT. “*Improvement*” means any House, structure, vegetation or appurtenance including buildings, trails, sidewalks, walkways, irrigation systems, garages, roads, driveways, parking areas, fences, walls, stairs, decks, landscaping, antennae, the paint on all exterior surfaces, windbreaks, patio covers, railings, gates, poles, exterior air conditioning and water-softening fixtures or equipment. The Architectural Guidelines may identify additional items that are Improvements.

1.39. INCLUDES, INCLUDING. Whether capitalized or not, “*includes*” and “*including*” mean “includes without limitation” and “including without limitation,” respectively.

1.40. LOT. “*Lot*” means a lot or parcel of land shown on a Recorded subdivision plat of any portion of the Properties, but not the Master Association Property and the Common Area. Lot will also mean any portion of a lot or parcel of land designated as a Lot in a Supplemental Declaration. A Lot may be developed or undeveloped, intended for development, use, and occupancy as a residence for a single family in a manner consistent with this Amended and Restated Declaration and any amendments thereto. The term shall, unless otherwise specified, include (by way of illustration, but not limitation) (i) separately platted lots on which a single-family, detached residence has been built and completed and that has received a certificate of occupancy, (ii) separately platted lots intended to be developed for single-family detached houses that have yet to built or that are partially built and have yet to receive a certificate of occupancy, and (iii) vacant parcels of land intended for development as single-family, detached, residential houses. The term shall include all portions of the lot owned, any structure thereon and any and all other improvements and rights appurtenant thereto. A parcel of vacant land under single ownership shall be considered a single Lot until such time as a subdivision plat is Recorded relating to all or a portion of such parcel, after which the portion which is the subject of such plat shall be deemed to contain that number of Lots reflected therein and the remaining portion, if any, shall continue to be treated as a single Lot. Notwithstanding anything else contained herein, the Owner of a Lot may choose to donate the Lot to the Master Association for use as landscaped areas or green space, common area facilities, or open space within the Common Areas, in which case the Total Votes of the Master Association shall be proportionately adjusted.

1.41. Lot Assessment. “*Lot Assessment*” has the meaning given in Section 7.3.2.

1.42. MAINTENANCE FUNDS. “*Maintenance Funds*” mean the accounts created for the Master Association receipts and disbursements pursuant to Article VII.

1.43. MANAGER. “*Manager*” means the Person who provides professional community management for the Master Association.

1.44. MASTER ASSOCIATION. “*Master Association*” means the Giverny Master Association, Inc., a Utah nonprofit corporation, its successors and assigns.

1.45. MASTER ASSOCIATION PROPERTY. “*Master Association Property*” means all of the real property and Improvements whether annexed to the Properties or not, which are owned in fee simple by the Master Association, or for which the Master Association has rights or obligations by easement, lease, encroachment permit, license or other agreement.

Master Association Property may include areas on public property designated by a local government agency for maintenance by the Master Association pursuant to this Master Declaration, any Supplemental Declaration, any agreement or Recorded plat. The Master Association Property will be identified in the Plat and/or designated in Recorded Supplemental Declarations. On the first Close of Escrow in the Properties, the Master Association Property will include all of the Improvements, including the landscaping, trails, walkways, sidewalks, roads, walls, fencing and irrigation system located (a) along the exterior boundaries of Giverny PUD within the right of way along the entire eastern length of Giverny adjoining Wasatch Blvd. and between the street curb and the lot lines separating privately owned property from the Wasatch Blvd. right of way, and (b) within the right of way along the entire length of Giverny Parkway and between the street curb and the Lot lines separating privately owned property from the Giverny Parkway right of way starting from the intersection of Giverny Parkway and Wasatch Blvd. proceeding southwesterly to the private entry gate at the Monet Neighborhood, and (c) within the right of way along Renoir Lane between the street curb and the Lot lines separating privately owned property from the Renoir Lane right of way starting from the intersection of Renoir Lane and Giverny Parkway running northwesterly until just past the traffic calming gate and the commencement of Treasure Way, (d) within the right of way along Galette Lane between the street curb and the Lot lines separating privately owned property from the Galette Lane right of way starting from the intersection of Galette Lane and Giverny Parkway running northwesterly until just past the traffic calming gate and the commencement of 3450 East, (e) within the right of way along Maya Lane between the street curb and the lot lines separating privately owned property from the Maya Lane right of way starting from the intersection of Maya Lane and Galette Lane running southwesterly until the traffic calming gate and the commencement of Jallais Hill Court, (f) green open space detention area consisting of approximately 0.919 acre (40,043 s.f.) property to the south of the Giverny Parkway main entry from Wasatch Boulevard shown as Parcel A on the Final Plat, (g) green open space area consisting of approximately 0.144 acres (6,276 s.f.) property to the north of the Giverny Parkway main entry from Wasatch Boulevard shown as Parcel B on the Final Plat, (h) green open space area consisting of approximately 0.149 acres (6,473 s.f.) property to the east of the intersection of Breton Lane and Despain Way shown as Parcel C on the Final Plat, (i) part of the Grand Central Park (linear park) located between Lot Nos. 231, 223 and 222 and Lot Nos. 407, 402, and 401, and between Lot Nos. 210 and 209 and 416 (sometimes referred to as "Overlook Park"), all shown as Parcel D on the Final Plat 2.90 acres (126,303 s.f.), (j) part of the Grand Central Park (linear park) located between Lot Nos. 235, 234, and 232 and Lot Nos. 327 and 408 all shown as Parcel E on the Final Plat 0.540 acres (23,543 s.f.), (k) green open space area consisting of approximately 0.099 acres (4,292 s.f.) property southeast of Lot Nos. 116 and 117 shown as Parcel F on the Final Plat, (l) southwest hillside down to Little Cottonwood Creek with existing native scrub oak, grasses and vegetation consisting of approximately 4.936 acres (215,020 s.f.) shown as Parcel M on the Final Plat, (m) mail box, parking and associated green space areas located adjoining the east boundary of Giverny Parkway consisting of approximately 0.488 acres (21,269 s.f.) shown as Parcel N on the Final Plat, (o) northwest hillside down to water purification plant with existing native scrub oak, grasses and vegetation consisting of approximately 2.162 acres (94,159 s.f.) shown as Parcel O on the Final Plat, (p) southeast hillside down to Wasatch Blvd. with existing native scrub oak, grasses and vegetation consisting of approximately 1.354 acres (58,968 s.f.) shown as Parcel P on the Final Plat, (q) southeastern area between Lots 302 and 303 that may be used as cultured or native green space and/or

common or Monet Neighborhood common area amenity consisting of approximately 0.254 acres (10,657 s.f.) shown as Parcel Q on the Final Plat, (r) three (3) traffic calming gates located at the intersection of Despain Way and Breton Lane, Treasure Way and Renoir Lane, and 1350 East and Galette Lane, (s) one (1) traffic calming gate at the beginning of Jallais Hill Court on the south side of the Grand Central Park, and (t) the entry monuments at the intersection of Giverny Parkway and Wasatch Blvd. Additional Master Association Property may be annexed to the Properties pursuant to Article XVI.

1.46. MASTER DECLARATION. “Master Declaration” means this entire instrument, and its exhibits, as amended or restated.

1.47. MEMBER. “Member” means any Person owing a Membership and the Declarant.

1.48. MEMBERSHIP. “Membership” means the property, voting and other rights and privileges, duties and obligations of Members.

1.49. MORTGAGE. “Mortgage” means any instrument Recorded against one or more Lots or other portions of the Properties to secure the performance of an obligation and includes a mortgage and a deed of trust.

1.50. MORTGAGEE. “Mortgagee” means a Person to whom a Mortgage is made and includes the beneficiary under a Mortgage or the assignees of such Mortgage identified in a Recorded assignment of rights under the Mortgage, or a beneficiary of a deed of trust.

1.51. NEIGHBORHOOD. “Neighborhood” means an area in the Properties in which a single Neighborhood Representative represents the voting power of all Members owning Lots within such area, except Declarant and Neighborhood Builders. At the present time, there are four (4) neighborhoods within the Project as shown on the Final Plat: the Renoir Neighborhood consisting of 63 Lots located at the northeast part of the Project (the “Renoir Neighborhood”), the Picasso Neighborhood consisting of 35 Lots located at the northwest part of the Project (the “Picasso Neighborhood”), the Pissarro Neighborhood consisting of 16 Lots located at southwest part of the Project (the “Pissarro Neighborhood”) and the Monet Neighborhood consisting of 48 Lots located at the south of the Project (the “Monet Neighborhood”). If any portion of the Annexable Territory is added to the Properties, the Supplemental Declaration adding the property will identify the Neighborhood to which the property is assigned.

1.52. NEIGHBORHOOD ASSOCIATION. “Neighborhood Association” means any Utah corporation or unincorporated association, or its successor, established in connection with a Neighborhood Declaration, the membership of which is composed of Owners of Lots within a portion of the Properties. The Master Association is not a Neighborhood Association. Neighborhood Associations may also be referred to as “sub-associations” herein.

1.53. NEIGHBORHOOD BUILDER. “Neighborhood Builder” means a Person designated by Declarant as a Neighborhood Builder in a Recorded document. Some of the Persons Declarant intends to designate as Neighborhood Builders are Persons who acquire a portion of the Properties for the purpose of developing such portion for resale to the general

public. The term "Neighborhood Builder" does not include Declarant. As of the recordation of this Master Declaration no Neighborhood Builder has been designated or named by Declarant.

1.54. NEIGHBORHOOD DECLARATION. "Neighborhood Declaration" means any declaration of covenants, conditions and restrictions which affects solely a portion of the Properties. Neither the Master Declaration nor a Supplemental Declaration is a Neighborhood Declaration. Declarant may require the use of uniform covenants, conditions and restrictions and reserves the right to approve the content thereof. Neighborhood Declarations may also be referred to as "sub-association declarations" herein.

1.55. NEIGHBORHOOD REPRESENTATIVE. "Neighborhood Representative" means both (i) Declarant's Neighborhood Representative, and (ii) each Person selected pursuant to the Bylaws to represent and vote on behalf of all of the Members in a Neighborhood (except Declarant and the Neighborhood Builders).

1.56. NOTICE AND HEARING. "Notice and Hearing" means written notice and a hearing before the Board as provided in the Bylaws, this Master Declaration or Community Guidelines.

1.57. OWNER. "Owner" means the Person or Persons, including Declarant and the Neighborhood Builders, holding fee simple interest of record to any Lot. The term "Owner" includes a seller under an executory contract of sale but excludes Mortgagees. A Supplemental Declaration may change the definition of the term "Owner" as it applies to a Neighborhood. For example, the term "Owner" may include a ground lessee under a long-term ground lease if so designated in the Supplemental Declaration for such property.

1.58. PERSON. "Person" means a natural individual or any entity with the legal capacity to hold title to real property.

1.59. PHASE. "Phase" means any portion of the Properties defined as a Phase in a Supplemental Declaration.

1.60. PROPERTIES. "Properties" mean all of the real property encumbered by this Master Declaration. References in this Master Declaration to the Properties are to the Properties as a whole and to portions of the Properties. As of the date of the recordation of this Master Declaration, the Properties consists of the First Subdivision.

1.61. RECONSTRUCTION ASSESSMENT. "Reconstruction Assessment" means a charge against the Owners and their Lots representing a portion of the Master Association's cost to reconstruct any Improvements on the Master Association Property. Reconstruction Assessments will be levied in the same proportion as Common Assessments.

1.62. RECORD OR FILE. "Record," "Recorded," "File" or "Filed" means, with respect to any document, entry of such document in the records of the Recorder for Salt Lake County.

1.63. RESIDENCE. "Residence" means the House intended for use and occupancy by one Family and located on a Lot in the Residential Area.

1.64. RESIDENTIAL AREA. “*Residential Area*” means those subdivided lots shown on the Final Plat as well as any other real property that is so classified in this Master Declaration or a Supplemental Declaration. The Residential Area is designated for development as Lots and Houses. The Residential Area may include Master Association Property as well as Common Area created for the use and enjoyment of the Owners of the Lots (provided that the Master Association Property and Common Area shall not be subdivided or converted into Lots although the boundaries of the Master Association Property and Common Area may be reasonably adjusted as approved by the Board).

1.65. SPECIAL ASSESSMENT. “*Special Assessment*” has the meaning given in Section 7.4.

1.66. SPECIAL BENEFIT AREA. “*Special Benefit Area*” means a group of Lots that share the costs of either (i) maintaining specified Improvements, or (ii) receiving certain services. The additional administrative costs of administering each Special Benefit Area shall be a part of the Common Expenses allocated to the Special Benefit Area component of Common Expenses and Common Assessments. Special Benefit Areas may be identified by Declarant in this Master Declaration or any Supplemental Declaration when Declarant, in its sole discretion, determines that a group of Lots benefits more from the specified Improvements or services than the Properties as a whole. The Board may also identify Special Benefit Areas as authorized in this Master Declaration or a Supplemental Declaration. At the present time there are two Special Benefit Areas within the Project: the Monet Neighborhood and the Pissarro Neighborhood. As may be seen on the Final Plat, the Owners within the Monet Neighborhood will have predominant use and receive the greatest benefit from the traffic control and security gate at the entry to the Monet Neighborhood, the Monet Pond and the Monet reserve area (located between Lot Nos. 302 and Lot 303 that may or may not have a Capital Improvement placed upon it at a later date by Declarant or the Monet Neighborhood Association). Likewise, as may be seen on the Final Plat the Owners within the Pissarro Neighborhood will have predominant use and receive the greatest benefit from the traffic control gate at the entry to the Pissarro Neighborhood.

1.67. SPECIAL BENEFIT AREA OPERATING FUND. “*Special Benefit Area Operating Fund*” has the meaning given in Section 7.10.

1.68. SPECIAL BENEFIT AREA RESERVES. “*Special Benefit Area Reserves*” mean funds set aside by the Master Association (unless the Master Association delegates such duties to an applicable Neighborhood Association) from Owners of Lots within a Special Benefit Area for funding periodic repairs and maintenance of the components of the Master Association Property located within a Special Benefit Area that are predominantly used or intended for the benefit of such Lots within such Special Benefit Area, which repairs and maintenance would not reasonably be expected to recur on an annual or more frequent basis and for payment of deductible amounts for insurance policies which the Master Association obtains for the same. The amount of Special Benefit Area Reserves will be determined annually by the Board pursuant to reserve cost guidelines established in accordance with state law and prudent property management practices. The total amount of the Special Benefit Area Reserves will be referred to herein as the “*Special Benefit Area Reserves Fund*”.

1.69. SUPPLEMENTAL DECLARATION. “*Supplemental Declaration*” means an instrument Recorded to annex additional real property to the Properties or to supplement this Master Declaration, as such instrument is amended or restated.

1.70. TELECOMMUNICATIONS FACILITIES. “*Telecommunication Facilities*” means (1) Improvements, equipment and facilities for (i) telecommunications, (ii) transfer of audio, video and data signals, (iii) transfer of any other signals used for transmission of intelligence by electrical, light wave, wireless frequencies or radio frequencies, and (iv) any other methods of communication and information transfer; (2) all associated Improvements, equipment and facilities, including but not limited to outside plant ducts, manholes, riser cables, protection equipment, communications rooms, antennas, power outlets, power conditioning and back-up power supplies, cross connect hardware, copper, fiber, and coaxial cables, towers, broadcasting and receiving devices, conduits, junction boxes, wires, cables, fiber optics, and any other necessary or appropriate enclosures and connections; and (3) power generation serving the Improvements, equipment and facilities described in subparts (1) and (2) of this sentence. Declarant intends to have the term “Telecommunication Facilities” be interpreted as broadly as possible and to include relocated facilities, expansion of facilities, and/or facilities used for any and all new technology that replaces any Telecommunication Facilities. If there is a doubt as to whether an item fits within the definition of Telecommunication Facilities, the term is to be interpreted to include that item.

1.71. TELECOMMUNICATIONS SERVICES. “*Telecommunications Services*” means Telecommunication Facilities, Improvements, and services for cable television, communications, telecommunications, antenna, high-speed data, telephony and all related vertical services, intranet, internet, information transfer (including wireless transfer), transmission, video and other similar services. Declarant may expand this definition in any Supplemental Declaration.

1.72. This Section purposely omitted.

1.73. VA. “*VA*” means the Department of Veterans Affairs of the United States of America and its successors.

1.74. INTERPRETATION OF MASTER DECLARATION.

1.74.1. General Rules. This Master Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a master planned community and for the maintenance of the Master Association Property. Any violation of this Master Declaration is a nuisance. The Governing Documents shall be interpreted so as to be consistent with applicable laws and regulations, including ordinances and regulations of the appropriate Local Governmental Agencies. The Article and Section headings are for convenience only, and may not be considered or referred to in resolving questions of interpretation or construction. As used in this Master Declaration, the singular includes the plural and the plural the singular; and the masculine, feminine and neuter each include the other, unless the context dictates otherwise. Except as otherwise expressly provided in this Master Declaration, any reference in this Master Declaration to time for performance of obligations or to elapsed time means consecutive calendar days, months, or years, as applicable. Exhibits A, B and C are

incorporated in this Master Declaration by this reference. All references made in this Master Declaration to statutes are to those statutes as amended or restated or to subsequently enacted replacement statutes. Unless otherwise indicated, references to Articles, Sections and exhibits are to Articles, Sections and exhibits of this Master Declaration.

1.74.2. Statements in Italics. The portions of the Governing Documents printed in italics are provided as simplified, general explanations of the purposes of the Articles, Sections or paragraphs of the Governing Documents and the scheme of governance for the Properties. The statements in italics are provided for convenience and may not be considered in resolving questions of interpretation or construction of the Governing Documents.

1.74.3. Intent of Declarant. Declarant intends that the Properties be developed for one-Family or in other words single Family residential uses and other uses defined in Supplemental Declarations, all consistent with this Master Declaration and any applicable Supplemental Declarations. In addition, Declarant, at its option, may designate areas within the Project as Common Area and/or for maintenance, recreational, institutional or other purposes.

1.74.4. Relationship to Other Declarations. As each Neighborhood is developed, Declarant or Declarant and a Neighborhood Builder may Record one (1) or more Supplemental Declarations which may supplement this Master Declaration with such additional covenants, conditions, restrictions and easements as Declarant may deem appropriate for the real property being made subject to the Supplemental Declaration thereby. The provisions of any Supplemental Declaration may impose such additional, different or more restrictive conditions, covenants, restrictions, easements and limits as Declarant may deem advisable, taking into account the particular requirements of each Neighborhood. If there is any conflict between any Supplemental Declaration and this Master Declaration as amended, this Master Declaration shall control.

1.74.5. Relationship to Other Governing Documents. If there are conflicts or inconsistencies between this Master Declaration and the Articles, Bylaws, Architectural Guidelines or Community Guidelines then the provisions of this Master Declaration shall prevail.

1.74.6. Relationship of Governing Documents. The Governing Documents do not transfer to the Members or the Master Association any rights acquired by Declarant pursuant to the Preliminary Approval, the Final Plat, and/or the other entitlements obtained by Declarant; all of these rights are retained by Declarant. Declarant has the right to pursue to completion any electric energy facilities, improvements, roads and/or infrastructure that Declarant deems necessary to benefit Declarant and/or the Project. This provision cannot be altered or amended except in writing that is approved by the City and the Declarant, and this provision supersedes all other documents, agreements and ordinances related thereto.

1.74.7. Severability. The provisions hereof are independent and severable, and a determination of invalidity or partial invalidity or unenforceability of any one provision or portion hereof by a court of competent jurisdiction does not affect the validity or enforceability of any other provision.

ARTICLE II RESIDENTIAL AREA USE RESTRICTIONS

This Article establishes limits on the use of Lots and Houses in the Residential Area. The Master Association has the power to enforce the use restrictions. Potential purchasers of Lots and Houses in the Residential Area should read these use restrictions closely to make sure they can use their property as they intend, without violating these use restrictions. In some cases, the Master Association is given the power to delegate its authority to enforce certain use restrictions to the Owners or to Neighborhood Associations. This is to allow the Master Association to limit the scope of its involvement in matters that the Master Association determines are best resolved by neighbors and in matters where a competent third party (the Neighborhood Association) is available to address the grievance. However, if the Master Association determines that the neighbors or Neighborhood Association are not dealing with issues adequately, the Master Association can revoke its delegation of powers and regain control over enforcement of all of the use restrictions. Some of the use restrictions apply not only to the Properties, but to public areas adjacent to the Properties. This is to prevent Owners and occupants from circumventing the use restrictions by placing items that are prohibited in the Properties (such as an unsightly, inoperable vehicle) on adjacent public property and leaving other Lots and Houses that are negatively impacted without a remedy.

The Residential Area shall be held, used and enjoyed subject to the following restrictions. Real property added to the Properties that is not part of the Residential Area is exempt from the restrictions established in this Article unless the Supplemental Declaration annexing the property to the Properties indicates that the property being annexed is subject to the restrictions in this Article. Neighborhood Declarations may establish supplementary or more restrictive use restrictions for the property the Neighborhood Declarations encumber so long as the restrictions are consistent with the scheme of governance established in the Master Declaration and any applicable Supplemental Declaration. Supplemental Declarations may add use restrictions or replace the use restrictions contained in this Article for the property the Supplemental Declarations encumber.

2.1. SINGLE FAMILY OCCUPANCY. Each Residence shall be used only for (a) residential purposes, or (b) business or commercial activities authorized by this Section. Subject to Article II, Section 2.12 of this Master Declaration, an Owner may rent his Residence to a single Family provided that the Residence is rented pursuant to a lease or rental agreement which is (a) in writing and (b) subject to all of the provisions of the Governing Documents. Residences may be used for business or commercial activities so long as the following requirements are met:

2.1.1. Compliance With Law. The activities are conducted in conformance with all applicable Local Governmental Agency ordinances, including the Final Plat and the City Code;

2.1.2. Streets and Parking Areas. The patrons or clientele do not overburden the streets or parking areas in the Properties, considering the streets and parking areas are a part of a residential community, not a commercial development;

2.1.3. Exterior Effects. The existence or operation of such activities does not produce sounds, odors or materials outside the boundaries of the Lot, House or Neighborhood Property that are excessive or inappropriate for a residential community;

2.1.4. Insurance. The activity does not increase the Master Association's liability or casualty insurance obligation or premium; and

2.1.5. Consistent. The activities are consistent with the character of the Residential Area and the Properties as a whole and conform to the other provisions of this Master Declaration, as determined by the Board.

Offices operated by the manager of a Neighborhood Association, for the sole purpose of managing the Neighborhood Association, and the Master Association, are exempt from the restrictions contained in this Section.

Except for Declarant's sales, marketing, construction, office and other uses, and except as otherwise authorized in this Section 2.1, no part of the Residential Area may be used for any business, commercial (including auctions or similar events), manufacturing, mercantile, storage, vending or other nonresidential purposes, including any activity for which the provider is compensated or receives any consideration, regardless of whether the activity is engaged in full or part-time, generates or does not generate a profit, or requires or does not require a license.

2.2. NUISANCES. No noxious or offensive activities may be carried on upon the Properties or on any public street abutting or visible from the Properties. No Owner may (a) permit or cause anything to be done or kept on the Properties or on any public street abutting the Properties which may (i) increase the rate of insurance in the Properties, (ii) result in the cancellation of such insurance, or (iii) obstruct or interfere with the rights of other Owners, or (b) commit or permit any nuisance thereon or violate any law. Each Owner shall comply with all requirements of the local or state health authorities and with all other applicable governmental ordinances regarding occupancy and use of a Lot, including the House thereon. Each Owner is accountable to the Master Association and other Owners for the conduct and behavior of Persons residing in or visiting his Lot or House. The Master Association has the power to require that any damage to the Master Association Property, personal property of the Master Association, or property of another Owner caused by such Persons shall be repaired at the sole expense of the Owner of the Lot or House where such Persons are residing or visiting. The Master Association is entitled to determine if any noise, odor, or activity producing such noise or odor constitutes a nuisance. The Board has the right to delegate responsibility for enforcing any of the restrictions on nuisances contained in this Section to the Owners or Neighborhood Associations. Any violation of this Master Declaration is a nuisance.

2.3. SIGNS. All signs, posters, billboards, balloon advertising devices and other displays of any kind must comply with this Master Declaration and City Code. In addition, they shall not be displayed within the Properties except as follows:

2.3.1. Declarant and Neighborhood Builder Signs. Signs of any size or configuration used by Declarant or the Neighborhood Builders in connection with the

development of the Properties and the sale, lease or other disposition of Lots, Houses and the Annexable Territory;

2.3.2. Entry Monuments. Entry monuments and similar community identification signs either maintained by the Master Association or approved by the Aesthetic Review Committee and maintained by the Neighborhood Associations;

2.3.3. Lots or Houses. Subject to the Architectural Guidelines, one (1) nameplate or similar Owner name identification, and one (1) sign advising of the existence of security services protecting a Lot or House;

2.3.4. Sale or Lease. One (1) sign which may be displayed on each Lot or House advertising the Lot or House for sale or lease; however, such sign must comply with the Community Guidelines and Architectural Guidelines; and

2.3.5. Other Approved Displays. Other displays such as decorative flags or holiday displays authorized in the Community Guidelines.

2.4. PARKING AND VEHICULAR RESTRICTIONS. The Master Association may delegate the responsibility for enforcing the restrictions in this Section to any Neighborhood Association. If the Master Association notifies a Neighborhood Association that the Master Association has delegated its responsibilities, the Neighborhood Association must enforce these restrictions as they apply to the property subject to the Neighborhood Association's jurisdiction. If a Neighborhood Association fails to enforce these restrictions, the Master Association may take any or all of the following actions: (a) revoke the delegation, (b) impose a Compliance Assessment on the Neighborhood Association, and/or (c) enforce those restrictions, subject to Article XII.

2.4.1. Authorized Vehicles. The following vehicles are Authorized Vehicles: standard passenger vehicles, including automobiles, passenger vans designed to accommodate ten (10) or fewer people, motorcycles and pick-up trucks having a manufacturer's rating or payload capacity of one (1) ton or less. Authorized Vehicles may be parked in any portion of the Properties intended for parking of motorized vehicles, subject to the restrictions in the other portions of the Governing Documents. No Owner may park any vehicle in a manner which extends beyond the boundaries of a parking space or into streets or sidewalks within the Properties. The Master Association has the power to identify additional vehicles as Authorized Vehicles.

2.4.2. Restricted Vehicles. The following vehicles are Restricted Vehicles:

- (i) recreational vehicles (e.g., motor homes, travel trailers, camper vans, snowmobiles and boats),
- (ii) commercial-type vehicles (e.g., stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks, and limousines),

- (iii) buses or vans designed to accommodate more than ten (10) people (unless the vehicle is operated by the Master Association or a Neighborhood Association),
- (iv) vehicles having more than two (2) axles,
- (v) trailers, inoperable vehicles or parts of vehicles,
- (vi) aircraft,
- (vii) other similar vehicles, or
- (viii) any vehicle or vehicular equipment deemed a nuisance by the Board.

Restricted Vehicles may not be parked, stored or kept on any public or private street within, adjacent to or visible from the Properties or any other Master Association Property parking area unless (a) they are owned and used by the Master Association or a Neighborhood Association, (b) they are parked for limited periods in specified locations, as authorized in the Community Guidelines, or (c) they are parked within an Owner's fully enclosed garage with the door closed. If a vehicle qualifies as both an Authorized Vehicle and a Prohibited Vehicle, then the vehicle is presumed to be a Prohibited Vehicle, unless the vehicle is expressly classified as an Authorized Vehicle in writing by the Board. The Master Association has the power to identify additional vehicles as Restricted Vehicles. Some areas of the Properties may be developed so that Prohibited Vehicles may be stored on Lots. These areas may be exempted from this restriction in the Supplemental Declarations for the areas. Supplemental Declarations may establish additional or different restrictions on parking Prohibited Vehicles.

2.4.3. General Restrictions. All vehicles owned or operated by or within the control of an Owner or a resident of an Owner's Lot or House and kept within the Properties must be parked in the assigned carport, parking space or garage of that Owner to the extent of the space available. Each Owner shall ensure that any such carport, parking space or garage accommodates at least the number of Authorized Vehicles for which it was originally constructed by Declarant or a Neighborhood Builder. No repair, maintenance or restoration of any vehicle may be conducted on the Properties except as authorized by the Community Guidelines provided such activity is not undertaken as a business, and provided that such activity may be prohibited entirely by the Board if the Board determines that it constitutes a nuisance.

2.4.4. Parking and Street Regulations. The Board may establish regulations in the Community Guidelines regarding any private streets and parking areas not assigned to individual Lots. These regulations may include setting speed limits, restricting types of vehicles that may be used in different areas, designating "parking," "guest parking," "temporary Owner parking" and "no parking" areas, setting time limits for parking vehicles in the Master Association Property parking areas, and requiring registration of vehicles or use of parking permits. The Master Association has the power, subject to the City Traffic Code, to enforce all parking and vehicle use regulations applicable to the Properties, including removing violating

vehicles from the Properties without advance notice to the owner of the vehicle. Nothing in this Section 2.4 shall be construed as prohibiting enforcement of City Code by the City.

2.5. ANIMAL RESTRICTIONS. The only pets that may be raised, bred or kept in the Residential Area are animals that comply with the Community Guidelines, this Declaration and the City Code such as domestic dogs, cats, fish, birds and other usual household pets. Animals cannot be raised, bred or kept for commercial purposes in violation of the Governing Documents. The Board may prohibit any pet which, in the Board's opinion, constitutes a nuisance, or threat to the health, safety, or welfare of the community. Animals within the Properties must be either kept within an enclosure or on a leash held by a Person capable of controlling the animal. Any Person shall be liable to each and every other Person for any unreasonable noise or damage to Person or property caused by any pets brought or kept upon the Properties by such Person. Persons shall clean up after their pets use any portion of the Properties or public street abutting or visible from the Properties. Any Person who keeps any animal, insect or reptile within the Properties, whether in compliance with or in violation of the Governing Documents, shall indemnify, defend and hold harmless the Master Association, its officers, directors, contractors, agents and employees from any claim brought by any Person against the Master Association, its officers, directors, agents and employees for personal injuries or property damage caused by such animal, insect or reptile. The Master Association may elect to only enforce this Section in connection with the Master Association Property, leaving for the Owners or the Neighborhood Associations the power to enforce this Section as it applies to other areas of the Properties.

2.6. EXTERIOR ITEMS. Weeds, rubbish, debris, items designated as unsightly in the Community Guidelines and trash may not be kept or permitted upon the Properties or on any public area abutting or visible from the Properties. Trash may be kept in sanitary containers located in appropriate areas screened from view in accordance with the Community Guidelines and Architectural Guidelines, and no odor may be permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Trash containers for individual Owners may be exposed to view only when set out for a reasonable period of time not to exceed twelve (12) hours before and after scheduled trash collection hours. Trash containers for Neighborhood Associations may be kept on Common Area so long as they are contained within an enclosure installed by Declarant or a Neighborhood Builder or approved by the Aesthetic Review Committee. No exterior fires are permitted, except barbecue fires contained within receptacles therefore and fire pits in enclosed areas and designed so that they do not create a fire hazard.

2.7. TEMPORARY BUILDINGS. Outbuildings, sheds, tents, shacks, or other temporary buildings or Improvements may not be placed upon any portion of the Properties, without the prior written consent of the Aesthetic Review Committee. Garages, carports, trailers, campers, motor homes, recreation vehicles or other vehicles may not be kept or used as residences in the Properties.

2.8. MASTER ASSOCIATION PROPERTY. Owners or Neighborhood Associations shall not alter the Master Association Property without the prior written consent of the Board.

2.9. INSTALLATIONS. Projections of any type, except those allowed in this Master Declaration, are not permitted above the roof of any building within the Properties, except chimneys and vent stacks originally installed, by Declarant or a Neighborhood Builder. Portable and fixed basketball backboard and other sports apparatus are subject to regulation by the Community Guidelines. No fence or wall may be erected, altered or maintained around any Residence or on any Lot except with the Aesthetic Review Committee's prior approval. No patio cover, wiring, or air conditioning fixture, or other Improvement may be installed on the exterior of a Residence or be allowed to protrude through the walls or roof of the Residence except those items installed during the original construction of the Residence without the Aesthetic Review Committee's prior written approval. The Master Association has the power to prohibit or restrict use of aluminum foil, newspaper, paint, reflective tint or any other material as window coverings.

2.10. ANTENNAE AND SATELLITE DISHES. Owners (excluding Declarant and Neighborhood Builders) are prohibited from placing any Telecommunications Facilities, or from permitting any Telecommunications Facilities to be placed, on any portion of the Properties for any purpose, except for an "Approved Antenna," as is more fully defined below.

In order to preserve the aesthetic and visual integrity of the Properties, but subject to any contrary provisions of applicable law, no Telecommunications Facilities, including but not limited to exterior radio antenna, television antenna, "C.B." antenna, satellite dish, over-the-air reception device, microwave transmitting shall be constructed, placed or maintained anywhere within the Properties except as more fully set forth below.

Any Antenna equal to or less than one (1) meter in diameter, that falls within the scope of, or is otherwise covered by Telecommunications Act of 1995, and the provisions of 47 C.F.R. 1.400, as may be amended from time to time, or any subsequent federal or state law applicable to common-interest communities ("**Approved Antenna**"), shall be permitted upon any Lot, House, Master Association Property or Common Area. Installation of any Approved Antenna shall comply with any and all requirements and guidelines adopted by the City of Cottonwood Heights, as well as any and all applicable Architectural Guidelines or Community Guidelines, including, but not limited to, any preferred placement locations; provided, however, that such Architectural Guidelines or Community Guidelines may not unreasonably increase the cost of installing, maintaining, or using the Approved Antenna, unreasonably delay installation of the service, or unreasonably interfere with the quality of reception. Subject to the requirements of 47 C.F.R. 1.4000, the Aesthetic Review Committee may prohibit the installation of any Approved Antennae if the installation, location or maintenance of such Approved Antenna unreasonably affects the safety of Owners, or of agents or employees of the Master Association or Neighborhood Association for any other safety related reason. The Board of Directors may require that the Approved Antenna be relocated consistent with the established preferred placement locations so long as the location does not: (a) unreasonably delay or prevent installation, maintenance use of an Approved Antenna, (b) unreasonably increase the cost of an Approved Antenna, or (c) unreasonably interfere with acceptable quality reception.

The Master Association may also (A) prohibit an Owner from installing an Approved Antenna on property which such Owner does not own or is not entitled to exclusively use or control under the Governing Documents or (B) allow an Owner to install an antenna other than

an Approved Antenna subject to the Architectural Guidelines and review by the Aesthetic Review Committee.

The Aesthetic Review Committee may prohibit the installation of any Antenna that does not fall within the scope of the Telecommunications Act of 1995 and the provisions of 47 C.F.R. 1.4000, as may be amended from time to time ("Unapproved Antenna"). In order for an Owner to install an Unapproved Antenna, the Owner must submit a written request to the Aesthetic Review Committee and satisfy all of the terms, conditions and requirements of Article IV of the Master Declaration, which governs design control within the Master Association.

Notwithstanding anything in this Section to the contrary, master antennae or cable television antennae may, but need not, be provided by Declarant, and Declarant may grant easements for the installation and maintenance of any such master or cable television service. This Section 2.10 shall not apply to, nor restrict, wireless Antennae, master Antennae, cable television Antennae, microcell or head end system for any cable television system, installed or approved by Declarant or by a franchised or licensed cable television operator approved by Declarant, or to any Telecommunications Facilities installed or approved by Declarant; provided, however, that the location of any of the aforementioned Antennae shall not unreasonably affect the safety of the Owners, or of agents or employees of the Master Association or any Neighborhood Association. Roof mounted satellite dishes, cellular (cell) towers and related exterior equipment located outside the Residential Areas may be permitted, provided the same have been approved by either the Declarant or by the Master Association.

This Section is intended to be a restatement of the authority granted to the Master Association under applicable law. All amendments, modifications, restatements and interpretations of the law applicable to the installation, use or maintenance of an antenna shall be interpreted to amend, modify, restate or interpret this Section.

2.11. DRILLING. No oil drilling, oil, gas or mineral development operations, oil refining, geothermal exploration or development, quarrying or mining operations of any kind may be conducted upon the Properties, nor are oil wells, tanks, tunnels or mineral excavations or shafts permitted upon the surface of any Lot or below the surface of the Properties. Except as required for development of City water sources, no derrick or other structure designed for use in boring for water, oil, geothermal heat or natural gas may be erected, maintained or permitted in the Properties.

2.12. LEASES AND TIMESHARES.

2.12.1. General Rule. It is intended that the Association shall be subject to specific rental restrictions in an attempt to protect property values. All Owners who own Lots or Houses within the Association, at the date this amended document is Recorded, are "grandfathered" from the following rental restrictions until such time as they sell or otherwise transfer/convey their Lot or House. In other words, "grandfathered" status does not extend to subsequent Owners. However, anyone purchasing a Lot or House after the recordation date of this document is subject to all rental restrictions contained herein. If a Lot or House is purchased after the recordation of this document, then the Association and Owners shall strictly adhere to the following rental restrictions. The number of permissible rentals, after the recording of this

document, shall be based on the total number of Lots within the Association, notwithstanding those Lots that have been grandfathered. Except as otherwise provided in this Master Declaration, no Owner may further partition or subdivide his Lot or House, including any division of such Owner's Lot or House into time-share estates or time-share uses. This restriction against time-share estates or time-share uses does not prohibit an Owner from leasing his Lot or House. At no time shall more than ten percent (10%) of the Owners within the Master Association lease or rent their Lot or House to any third party. However, at no time may the aggregate number of non-owner occupied, rental Lots and rental Houses within a Neighborhood Association exceed five percent (5%) of all lots in such Neighborhood Association (provided that a rental House shall be counted only once, not twice. In other words it shall not be counted once for its rental Lot and once for the rental House--such double counting shall not occur). Notwithstanding the foregoing, and as stated above for emphasis, no more than ten percent (10%) of the Owners within the Master Association may rent or lease their Lot or House to any third party. Subject to the above, a Lot or House may be rented or leased only after the Board of Directors determines that the Lot or House is eligible for rental or lease. A Lot or House is eligible for rental or lease only if an Owner submits an "Application for Approval to Offer a Lot or House for Lease" to the Board. "Leasing or renting" of a Lot or House means the granting of a right to use or occupy a Lot or House for a specific term or indefinite term (with rent stated on a periodic basis), in exchange for the payment of rent (money, property or other goods or services of value); but shall not mean and include joint ownership of a Lot or House by means of joint tenancy, tenancy-in-common or other forms of co-ownership where the occupant of the Lot or House has an ownership interest of 50% or more. For any and all rentals and leases there shall be a minimum rental or Lease Term of six (6) months and a maximum rental or Lease Term (including all rental and lease extensions) of sixty (60) months. During any Lease Term, any subleases, if permitted, shall follow the pattern of eligibility described in this Section 2.12.1 and neither the lessee/tenant nor the occupants of any Lot or House shall change. At the end of each Lease Term and prior to entering into a new lease contract for a Lot or House, Owner shall resubmit the above-mentioned application entitled "Application for Approval to offer a Lot or House for Lease" to the Board or its managing agent, which, if granted, will be based on the eligibility requirements described in this Section 2.12.1 and the Lease form approval requirements referenced in Section 2.12.5 herein.

2.12.2. Limitation on Subleasing or Assignment of Lots or Houses. No subleasing or assignment of a lease or rental agreement (the "Lease") is permitted except with the prior written approval of the Board of Directors in accordance with subsection 2.12.1 above.

2.12.3. Prospective Application. The rental and lease restriction set forth in subsection 2.12.1, above, shall only have prospective application. This restriction does not prevent an Owner that is leasing or contemplating leasing his Lot or House prior to the recordation of this Master Declaration, from leasing his Lot or House to new tenants after recordation of this Master Declaration. However, the lease restriction shall apply to all Owners and their Lots or Houses purchased after recordation of this Master Declaration;

For purposes hereof, "Owner Occupied" shall mean either of the following:

(i) The Owner or any member of the Owner's Family occupies the Lot or House for a period of at least seven days; or

(ii) Any person occupies the Lot or House with the consent of the Owner other than pursuant to a Lease (or rental agreement) which complies with the terms hereof.

Notwithstanding anything to the contrary herein, if an Owner sells his Lot at a time when a Lease is in effect with respect to that Lot, the Lease shall continue to its termination. However, subject to subsection 2.12.1 above, the purchaser of the Lot shall not have the right to lease the Lot after the purchaser takes title to the Lot except for the remainder of the term of the Lease in place at the time the Owner acquired title to the Lot.

2.12.4. Authorization to Enter Lease. Prior to offering a Lot or House for rent or lease, the Owner must receive written notice from the Association that the Lot or House is eligible for rent or lease in accordance with subsection 2.12.1 above.

2.12.5. Submission of Lease. All rentals and leases shall be in writing, executed by all parties to the Lease, shall provide that the Lease is subject in all respects to the terms and provisions of this Master Declaration and the Association's Governing Documents and any restrictions or provisions therein, as may be amended from time to time, and shall state that any failure by the tenant to comply with the terms of the Governing Documents shall constitute a default under the Lease. Any Owners who may have entered Leases prior to the recordation of this Master Declaration shall submit copies of their existing Lease of their Lot or House to the Board of Directors or its managing agent, within thirty (30) days after notice of recordation of this Master Declaration. For all other Owners interested in Leasing (or renting) a Lot or House after the recordation of this Master Declaration, the form of the contemplated Lease document that will be entered into shall be submitted for approval to the Board of Directors, or its managing agent, not less than ten (10) calendar days before any Lease contract for the Lot or House is entered into. Within ten (10) calendar days of submission, the Board of Directors or its managing agent shall respond to the Owner with a written approval or disapproval of the form of the Lease document and a statement of lease eligibility or non-eligibility based on the lease eligibility requirements of Section 2.12.1 above. Without a written statement from the Board of Directors or its managing agent giving approval of the lease form and confirming lease eligibility, an Owner shall not be permitted to enter into a Lease contract for a Lot or House. Within thirty (30) days after a Lease contract has been entered into, Owners shall submit a fully executed copy of the Lease to the Board of Directors or its managing agent. All Leases, and the tenants thereunder, shall be registered with the Master Association and the Master Association shall have the right to charge a registration fee to each Owner, in an amount determined by the Board of Directors, for each new tenant registered with the Master Association.

2.12.6. Hardship Exemption. Notwithstanding anything in this Master Declaration to the contrary, any Owner of a Lot may apply to the Board of Directors for an exemption from the rental and lease restriction set forth in subsection 2.12.1 above, upon a showing of hardship. A hearing before the Board on this matter shall be consistent with the Board's standards for providing notice and a hearing, as set forth in the Governing Documents and consistent with Utah law, as may be amended.

2.12.7. Enforcement. The Board of Directors is empowered with the right to enforce the rental and lease restrictions set forth in subsection 2.12.1 above. Any Owner who

fails to obtain prior written authorization to offer a Lot for rent or lease, as set forth in subsection 2.12.1 above, or to provide the Association with a copy of the Lease on a Lot within the time set forth in subsection 2.12.5 above, shall be subject to a reasonable fine as determined by the Board and consistent with the Governing Documents (for example, such fine may be equal to the greater of \$150.00/day, as periodically adjusted for inflation, or twice the amount of the daily rent or lease payment charged by the Owner, each plus legal fees and the costs of collection); additionally, the Board shall have standing to and may initiate eviction proceedings to remove the tenant, after first giving the Owner an opportunity to cure the violations.

Any Owner who fails to disclose the existence of a Lease on a Lot is subject to the percentage lease restriction at the time of disclosure or discovery of the Lease. Thus, if the Lease was actually executed and entered at the time when less than ten percent (10%) of the Lots are leased, but not disclosed to or discovered by the Master Association until more than ten percent (10%) of the Lots are leased, then the Owner will be in violation of the lease restrictions set forth in subsection 2.12.1 above. Any Owner that leases his Lot in violation of the lease restriction set forth in subsection 2.12.1 above shall be subject to a reasonable fine as determined by the Board of Directors (including, without limitation, the amount identified in the preceding paragraph); additionally, the Board shall have standing to and may initiate eviction proceedings to remove the tenant, after first giving the Owner an opportunity to cure the violations.

2.12.8. Liability of Owner for Tenant Conduct. It shall be the obligation of any Owner who rents or leases his Lot to provide the tenant with copies of the

2.12.9. Master Association's Governing Documents. It shall also be the obligation of any Owner to assure compliance with all of the covenants, conditions and restrictions in the Governing Documents. Notwithstanding the execution of a Lease, the Owner shall be fully responsible and liable to the Master Association for all violations of the Governing Documents by his tenants, and without limitation, shall be responsible for payment of any assessments or fines incurred by his tenants. A tenant shall have no obligation to the Master Association to pay assessments imposed by the Master Association. The Board shall have the power and standing to initiate eviction proceedings to remove the tenant for violations of the Master Association's Governing Documents, after first giving the Owner an opportunity to cure the violations.

2.12.10. No Transient or Hotel Purposes. No Owner shall rent or lease his/her Lot or House for transient motel or hotel purposes. Any Lease which is either for a period of less than six (6) months or pursuant to which the lessor provides any services normally associated with a motel or hotel shall be deemed to be for transient or hotel purposes.

2.12.11. Entire Lot or House Parking Space. No Owner shall rent or lease less than the entire Lot, including but not limited to, basements, rooms, garages, et cetera of any House thereon. No Owner may rent or lease those areas of the Common Areas designated for the Owner's exclusive use that the Owner may have the exclusive right to use separate and apart from the Lot or House to which such exclusive use areas may be appurtenant including, but not limited to, any assigned parking spaces; provided, however, that as of the date of Recording this Master Declaration no such exclusive use areas of the Common Areas have been granted to any Owner other than Declarant.

2.13. DRAINAGE. Rain gutters, down spouts, drainage systems or the established drainage pattern for a Lot, House or Common Area originally installed or established by Declarant or a Neighborhood Builder, may not be altered or interfered with unless an adequate alternative provision is made with the Board's prior written approval, which must be consistent with the geotechnical report produced for the Project. "***Established***" drainage means the pattern and drainage Improvements which exist at the time that such Lot, House or Common Area is conveyed to a purchaser or Neighborhood Association from Declarant or a Neighborhood Builder, and includes drainage from the Lots, Houses and Common Area and Master Association Property onto adjacent Lots, Houses and Common Area.

2.14. WATER SUPPLY SYSTEMS. Individual water supply or water softener systems are prohibited on any Lot or in any House unless such system is designed, located, constructed and equipped in accordance with the requirements of any applicable water district, and all other Local Governmental Agencies with jurisdiction.

2.15. VIEW OBSTRUCTIONS. Each Owner acknowledges that any construction or installation by Declarant, any Neighborhood Builder or the Master Association may impair the view of such Owner and consents to such impairment. Each Owner acknowledges that there are no guaranteed views within the Properties, and no Lot or House is assured the existence or unobstructed continuation of any particular view unless a Supplemental Declaration specifically provides otherwise.

2.16. SOLAR ENERGY SYSTEMS. Each Owner may install a solar energy system which serves his Lot or House so long as (a) the design and location of the solar energy system meet the requirements of all applicable governmental ordinances, (b) said design and location receives the prior written approval of the Aesthetic Review Committee (that the Aesthetic Review Committee in its sole discretion may give, withhold or condition in any manner including, without limitation, prohibiting if it so chooses the installation of solar energy systems on the front elevation of a House) and (c) the solar energy system complies with the Governing Documents, as amended from time to time.

2.17. INSTALLATION LANDSCAPING. Front yard landscaping, including wing wall fencing, must be installed prior to occupancy of a Lot or House. Front yard landscaping requirements, plan submittal, and approval process shall be governed by the design guidelines of the Neighborhood Association where the Lot or House is located. If any landscaping or fencing on a Lot has not been installed by Declarant or a Neighborhood Builder, each Owner shall submit landscaping plans to the Aesthetics Review Committee within the time frame set in the Architectural Guidelines and complete the installation of any landscaping in accordance with a plan approved by the Aesthetics Review Committee within the time frame set in the Architectural Guidelines.

ARTICLE III THE MASTER ASSOCIATION

The success of the community is dependent upon the support and participation of each Owner in its governance and administration. This Master Declaration and the Master Association's Articles of Incorporation and Bylaws establish the Master Association as the

mechanism through which each Owner is able to provide that support and participation. This Article briefly describes the organization of the Master Association, its powers, duties, authorized activities and prohibited activities. (These items are spelled out in detail in the Master Association's Articles of Incorporation and Bylaws.) This Article also identifies the standards of care used to govern the Properties.

3.1. ORGANIZATION. The homeowners association organized to manage and maintain the Properties is or shall be incorporated under the name of "**Giverny Master Association, Inc.**," as a corporation not for profit organized under the Utah Revised Nonprofit Corporation Act, Utah Code Ann. §§ 16-6a-101, et seq., as amended.

3.2. DUTIES AND POWERS. The Master Association has the duties and powers set forth in the Articles, Bylaws, this Master Declaration and the Supplemental Declarations, which include the general and implied powers of a nonprofit corporation, generally to do all things that a corporation organized under the laws of the State of Utah may lawfully do which are necessary or proper in operating for the peace, health, comfort, safety and general welfare of its Members, subject only to the limit upon the exercise of such powers set forth in the Articles, Bylaws, this Master Declaration and the Supplemental Declarations. Subject to Section 5.3 of this Master Declaration, the powers and duties of the Master Association include but are not limited to, the following:

- (a) Adopt and amend Community Guidelines for the use of the Common Areas and Master Association Property;
- (b) Adopt and amend Architectural Guidelines;
- (c) Adopt and amend budgets for revenues, expenditures and reserves and collect Assessments for Common Expenses from the Owners;
- (d) Hire and discharge managing agents and other employees, agents and independent contractors;
- (e) Subject to Section 12.1.4 of the Master Declaration, institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Properties;
- (f) Make contracts and incur liabilities;
- (g) Regulate the use, maintenance, repair, replacement and modification of Common Areas and Master Association Property;
- (h) Cause additional Improvements to be made as part of the Common Areas and Master Association Property;
- (i) Subject to applicable provisions of Utah law, acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property;

(j) Grant easements, leases, licenses and concessions through or over the Common Areas and Master Association Property;

(k) Impose and receive any payments, fees or charges for the use, rental or operation of the Common Areas or Master Association Property and for services provided to the Owners;

(l) Impose charges for late payment of Assessments;

(m) Impose construction penalties when authorized pursuant to the Architectural Guidelines;

(n) Impose reasonable fines for violations of the Governing Documents of the Master Association;

(o) Impose reasonable charges for the preparation and recordation of any amendments to the Master Declaration or any statements of unpaid Assessments, and impose reasonable fees for preparing and furnishing the documents for resale of any Lot or House in the Properties.

(p) Provide for the indemnification of its officers and directors and maintain directors' and officers' liability insurance.

(q) Assign its right to future income, including the right to receive Assessments for Common Expenses, but only to the extent the Master Declaration expressly so provides;

(r) Exercise any other powers conferred by the Master Declaration or Bylaws;

(s) Subject to applicable provisions of Utah law, direct the removal of vehicles improperly parked on the Master Association Property or Common Areas or improperly parked on any road, street, alley or other thoroughfare within the Properties and subject to the Master Declaration, in violation of the Governing Documents.

(t) Exercise any other powers necessary and proper for the governance and operation of the Master Association.

All of the Master Association's powers shall be exercised by its Board of Directors except those powers reserved in specific provisions of the Articles, Bylaws, this Master Declaration or the Supplemental Declarations to the Members, Neighborhood Representatives or Aesthetic Review Committee.

3.3. SPECIFIC DUTIES AND POWERS. In addition to its general powers and duties, the Master Association has the specific powers and duties listed in the Articles and Bylaws, some of which are summarized below.

3.3.1. Master Association Property. The power and duty to accept, maintain and manage the Master Association Property.

3.3.2. Sewers and Storm Drains. The power and duty to maintain any private sewer systems and any private storm drains or drainage facilities within the Master Association Property if the drains and systems are not maintained by a Neighborhood Association, a local governmental agency or a utility company.

3.3.3. Utilities. The power and duty to obtain, for the benefit of the Properties, all commonly metered water, gas and electric services, and the power but not the duty to provide for refuse collection and other utilities serving Lots and Houses if the utilities are not individually metered and are not obtained by a Neighborhood Association.

3.3.4. Granting Rights. The power to grant exclusive or nonexclusive easements, licenses, rights of way or fee interests in portions of the Master Association Property, to the extent any such grant is reasonably required (i) for public or private utilities facilities to serve the Master Association Property, Common Area and the Lots or Houses, (ii) for purposes of conformity with the as-built location of Improvements installed by Declarant or Neighborhood Builders, (iii) in connection with any lawful lot line adjustment, (iv) for purposes consistent with the intended use of the Properties as a master planned community, or (v) for any other purpose permitted under this Master Declaration. Any easement grants made pursuant to this Section shall not interfere with previously designated utility easements. The Board may deannex Master Association Property from the encumbrance of the Master Declaration in connection with any lot line adjustment.

3.3.5. Telecommunications/Fiber Optic/ Related Contracts. The Board shall have the power to enter into, accept an assignment of, or otherwise cause the Master Association to comply with contracts with Telecommunication Service providers and Telecommunication Facilities owners (both, a "**Telecommunication Provider**"), pursuant to which the Telecommunication Provider serves as the exclusive provider of Telecommunication Services and/or Telecommunication Facilities to each House and Lot in the Properties. The Board shall also have the power to enter into or contract on behalf of the Master Association for similar bulk rate service contracts of any nature deemed in the Master Association's best interests.

3.3.6. Right of Entry. The power but not the duty to enter upon any Lot, House or Common Area, as necessary, for the purpose of inspecting any portion of the Properties and to enforce the Governing Documents.

3.4. COMMENCEMENT OF MASTER ASSOCIATION MAINTENANCE OBLIGATIONS.

3.4.1. General Rule. The Master Association's obligation to maintain the Master Association Property shall commence on conveyance of such property to the Master Association. The Declarant or Neighborhood Builder shall be responsible for paying all expenses related to the Master Association Property that it holds, if any, which are incurred before or simultaneously with the conveyance of the Master Association Property to the Master

Association. Thereafter the Master Association shall be responsible for paying all such expenses. The initial nature, design, quantity, quality and all other attributes of the Master Association Property shall be determined (i) in Declarant's sole and absolute discretion, or (ii) by a Neighborhood Builder which owns or controls the Master Association Property with Declarant's written consent.

3.4.2. Offers of Dedication. Portions of the Master Association Property may be or become subject to an unaccepted offer of dedication to a Local Governmental Agency. Master Association Property subject to such offers of dedication shall be maintained by the Master Association in the same manner as all other Master Association Property until the offer of dedication is accepted. Once the dedication is accepted, (i) the dedicated Master Association Property shall be maintained by the accepting Local Governmental Agency pursuant to the offer of dedication, and (ii) the dedicated Master Association Property shall no longer constitute a part of the Master Association Property.

3.5. CONVEYANCE OF MASTER ASSOCIATION PROPERTY. Within every Phase, conveyance of any Master Association Property to the Master Association therein shall occur before the first Close of Escrow for a Lot in such Phase. The Master Association must accept title to and maintenance responsibility for each portion of Master Association Property when title and maintenance responsibility is tendered by Declarant or a Neighborhood Builder, whether in fee simple, by easement or otherwise, and the Master Association shall execute each deed and any accompanying escrow instructions if requested to do so by Declarant or a Neighborhood Builder. No Owner shall interfere with the exercise by the Master Association, Declarant or a Neighborhood Builder of rights under this Section.

ARTICLE IV DESIGN CONTROL

Jurisdiction over design, construction and aesthetic aspects of the Properties is given to the Aesthetic Review Committee. The Aesthetic Review Committee is a three to five person committee initially appointed by the Declarant and eventually appointed by the Board of Directors of the Master Association. The Aesthetic Review Committee must approve all plans for architectural or landscaping modifications in the Properties before the modifications are made. The Aesthetic Review Committee also has the right to review modifications as they are constructed and give final approval of completed modifications.

In addition to establishing the Aesthetic Review Committee, this Article establishes the procedures for pre-approving certain Improvements, granting variances and appealing decisions of the Aesthetic Review Committee.

4.1. MEMBERS OF COMMITTEE. The Aesthetic Review Committee shall be composed of no fewer than three (3) nor more than five (5) members, with the exact number of members set by the Board. The Aesthetic Review Committee has the right to recommend adoption of Architectural Guidelines or amendments thereto, containing standards, guidelines, procedures and rules, against which to examine any request made pursuant to this Article. The Board of Directors shall act on any recommendation made by the Aesthetic Review Committee

and is responsible for adopting and amending the Architectural Guidelines. Board members may also serve as Aesthetic Review Committee members.

4.2. POWERS AND DUTIES.

4.2.1. General Powers and Duties. The Aesthetic Review Committee shall consider and act upon all plans and specifications submitted for its approval under the Governing Documents, including inspection of work in progress to assure conformance with plans approved by the Aesthetic Review Committee, and shall perform such other duties as the Board assigns to it. The Aesthetic Review Committee shall not have the power to enforce the Governing Documents. This power is reserved to the Board.

4.2.2. Issuance of Architectural Guidelines. The Board of Directors shall issue, regularly review, and, if necessary, amend its Community and Architectural Guidelines. The Architectural Guidelines and all changes thereto must be approved by the Board. The Architectural Guidelines shall include procedures for submitting plans for approval, may require a fee to accompany each application for approval, and may identify additional factors which the Aesthetic Review Committee will consider in reviewing submissions. The Aesthetic Review Committee may provide that fees it imposes be uniform, or that fees will be determined in any other reasonable manner, such as by the reasonable cost of consultants or the cost of the construction, alterations or installations contemplated. The Aesthetic Review Committee may charge applicants for the cost of consultants the Aesthetic Review Committee uses in reviewing applications. The Aesthetic Review Committee may require such detail in plans and specifications submitted for its review as it deems proper.

4.2.3. Retaining Consultants. The Board of Directors has the power but not the duty to retain Persons to advise the Aesthetic Review Committee in connection with decisions; however, the Aesthetic Review Committee does not have the power to delegate its decision-making power.

4.3. RIGHTS OF APPOINTMENT.

4.3.1. By Declarant. The members of the Aesthetic Review Committee shall be appointed by Declarant until Close of Escrow for all of the Lots and Houses in the Properties and the Annexable Territory, after which time, members of the Aesthetic Review Committee shall be appointed by the Board. Aesthetic Review Committee members appointed by the Board must be Members, but Aesthetic Review Committee members appointed by Declarant are not subject to this limit. Declarant may, by written assignment, at any time, transfer its right to appoint one or more Aesthetic Review Committee Members to the Board.

4.3.2. By the Board. Subject to Section 4.3.1 above, the Board may appoint and remove those members of the Aesthetic Review Committee that Declarant does not appoint. Aesthetic Review Committee members appointed by the Board shall serve for terms determined by the Board or until their respective successors are appointed.

4.3.3. Notice of Appointment. If an Aesthetic Review Committee member is appointed or removed while both Declarant and the Board have rights of appointment, written notice of such appointment or removal must be given by the appointing party to the other party.

4.4. REVIEW OF PLANS AND SPECIFICATIONS.

4.4.1. Improvements Requiring Approval. Even if the Lot, House, or Common Area is located in a Neighborhood Association, no exterior construction, installation or alteration of an Improvement in the Properties by an Owner or a Neighborhood Association may be commenced until the plans and specifications therefor showing the nature, kind, shape, height, width, color, materials and location thereof have been submitted to and approved in writing by the Aesthetic Review Committee; however, any Improvement may be repainted without Aesthetic Review Committee approval so long as the Improvement is repainted its original color or another color that has been approved by the Aesthetic Review Committee.

4.4.2. Application Procedure. Until changed by the Board, the address for submission of plans and specifications is the Master Association's principal office. The form of application used by the Aesthetic Review Committee and shall be determined by the Board of Directors and shall include spaces allowing "Adjacent Owners" to sign or initial the application confirming that they have been notified of the application. The Board of Directors shall establish a definition of "Adjacent Owners" in its Architectural Guidelines for use by the Aesthetic Review Committee. Applications will be complete even if all of the Adjacent Owners do not initial the applications so long as the Applicant states in writing to the Board that the Applicant requested that the Adjacent Owners sign the applications. The Board of Directors shall determine the meaning of Adjacent Owners in the Architectural Guidelines.

If the Aesthetic Review Committee receives plans and specifications it determines are not complete, the Aesthetic Review Committee may reject the application. The Aesthetic Review Committee shall give notice of its decision and the reasons therefor to the Owner submitting the plans and specifications ("Applicant") at the address set forth in the application within forty-five (45) days after the Aesthetic Review Committee receives all required materials and information. Any application submitted shall be deemed denied if the Aesthetic Review Committee fails to transmit written approval or a request for additional information or materials to the Applicant within forty-five (45) days after the Aesthetic Review Committee receives all required material. No construction or installation shall commence until written approval is obtained from the Aesthetic Review Committee.

4.4.3. Standard for Approval. The Aesthetic Review Committee shall approve plans and specifications submitted for its approval only if it determines that:

(a) the installation, construction or alteration contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Properties as a whole,

(b) the appearance of any structure affected thereby will be in harmony with the surrounding structures,

(c) the installation, construction or alteration will not detract from the beauty and attractiveness of the Master Association Property or the enjoyment thereof by the Members,

(d) if applicable, the maintenance thereof will not become a burden on the Master Association, and

(e) the installation, construction or alteration is consistent with the Architectural Guidelines.

The Aesthetic Review Committee may condition its approval of plans and specifications for any Improvement upon any of the following:

(t) the Applicant's furnishing the Master Association with security acceptable to the Master Association against any mechanic's lien or other encumbrance which may be Recorded against all or any portion of the Properties as a result of such work,

(u) such changes therein as the Aesthetic Review Committee considers appropriate,

(v) (if applicable) the Applicant's agreement to grant appropriate easements to the Master Association for the maintenance of the Improvements,

(w) the Applicant's agreement to install (at its sole cost) water, gas, electrical or other utility meters to measure any increased consumption,

(x) (if applicable) the Applicant's agreement to reimburse the Master Association for the cost of such maintenance, or

(y) the Applicant's agreement to complete the proposed work within a stated period of time.

The Applicant shall meet any review or permit requirements of all Local Governmental Agencies and other regulatory agencies having jurisdiction prior to making any construction, installation or alterations permitted hereunder. The Applicant must obtain Aesthetic Review Committee approval before submission to the City for a building permit.

4.4.4. Relationship to Neighborhood Associations. The Aesthetic Review Committee may require that all plans and specifications be approved by any Neighborhood Association having jurisdiction before the Aesthetic Review Committee reviews the plans and specifications. Conditions and requirements imposed by the Aesthetic Review Committee supersede all conflicting conditions or requirements which may be imposed by a Neighborhood Association. Approval from a Neighborhood Association does not satisfy the requirement of Aesthetic Review Committee Approval as set forth in this Article IV. The Aesthetic Review Committee's determination of the existence of a conflict or discrepancy between the conditions or requirements imposed by the Aesthetic Review Committee and those imposed by a Neighborhood Association are binding and conclusive upon the Neighborhood Association and any affected Applicant.

4.4.5. Giverny Architectural Guidelines. All new construction in the Properties must comply with the Giverny Architectural Guidelines. The Giverny Architectural Guidelines may be changed or amended at any time at the discretion of the Board of Directors. The Giverny Architectural Guidelines currently in effect can be obtained from the Association at their principal office.

4.5. MEETINGS OF THE AESTHETIC REVIEW COMMITTEE. The Aesthetic Review Committee shall meet as necessary to perform its duties. The vote or written consent of a majority of the Aesthetic Review Committee constitutes an act of the Aesthetic Review Committee.

4.6. NO WAIVER OF FUTURE APPROVALS. The Aesthetic Review Committee's approval of any plans and specifications for any work done or proposed or in connection with any matter requiring the Aesthetic Review Committee's approval does not waive any right to withhold approval of any similar proposals, plans and specifications subsequently submitted for approval.

4.7. COMPENSATION OF MEMBERS. The Aesthetic Review Committee's members shall receive no compensation for services rendered, other than reimbursement for reasonable expenses incurred in performing their duties.

4.8. INSPECTION OF WORK. The Aesthetic Review Committee or its duly authorized representative may inspect any work for which approval of plans is required under this Article ("Work"). The right to inspect includes the right to require any Owner to take such action as is necessary to remedy any noncompliance with the Aesthetic Review Committee-approved plans consistent with governmental approvals for the Work or with the requirements of the Governing Documents ("Noncompliance").

4.8.1. Time Limit. The Aesthetic Review Committee's right to inspect the Work and notify the responsible Owner of any Noncompliance shall terminate sixty (60) days after the Aesthetic Review Committee has received written notice from the Owner that the Work is complete.

4.8.2. Remedy. If an Owner fails to remedy any Noncompliance within sixty days after the date of notification of Noncompliance from the Aesthetic Review Committee, the Aesthetic Review Committee shall notify the Board in writing of such failure, and the Master Association shall proceed in accordance with Section 12.1.1 of this Master Declaration.

4.9. SCOPE OF REVIEW. Subject to Section 4.4.3 above, the Aesthetic Review Committee shall review and approve, conditionally approve or disapprove all plans submitted to it for any proposed construction, installation or alteration solely on the basis of aesthetic considerations, consistency with the Governing Documents, height of landscaping materials at maturity, and the overall benefit or detriment which would result to the immediate vicinity and the Properties generally. The Aesthetic Review Committee shall consider the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. The Aesthetic Review Committee is not responsible for

reviewing, nor may its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with law.

4.10. VARIANCE. The Aesthetic Review Committee may authorize variances from compliance with any of the architectural and landscaping provisions of the Governing Documents, including restrictions on height, size, materials, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing, must be approved and signed by a majority of the Aesthetic Review Committee Members and become effective upon Recordation. If a variance is granted, no violation of the covenants, conditions and restrictions contained in the Governing Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance does not waive any of the terms and provisions of the Governing Documents for any purpose except as to the particular property and particular provision hereof covered by the variance, nor does it affect the Owner's obligation to comply with all laws affecting the use of his Lot or House, including all zoning and land use laws of Cottonwood Heights City as set forth in the Final Plat and the Cottonwood Heights City Development Code or as modified by this Declaration.

4.11. PRE-APPROVALS. The Aesthetic Review Committee may pre-approve types or classes of construction activities if, in the exercise of the Aesthetic Review Committee's judgment, pre-approval of such types or classes of Improvements is appropriate in carrying out the purposes of the Governing Documents and the type or class of Improvement has been approved by the Board of Directors and is included in the Architectural Guidelines.

4.12. APPEALS.

4.12.1. Persons Who Have Appeal Rights. Only an Applicant may appeal rejection of an application. The Persons granted appeal rights by this Section 4.12.1 are referred to in Sections 4.12.2 and 4.12.3 as "Appellants."

4.12.2. Appeals of Neighborhood Association Decisions. Appeals (if any) of decisions by the Neighborhood Association's Aesthetic Review Committee to the board of directors of the Neighborhood Association shall be in accordance with the appropriate Neighborhood Declaration. Decisions made by a Neighborhood Association's board are appealable to the Master Association Board of Directors. Each Neighborhood Association's board shall adopt procedures for appeals of Aesthetic Review Committee decisions to the Neighborhood Association's board.

4.12.3. Appeals of Decisions of Aesthetic Review Committee. Subject to the policies and procedures adopted by the Board, the Applicant has the right to appeal decisions by the Aesthetic Review Committee to the Board of Directors of the Master Association. The Aesthetic Review Committee is only responsible for ensuring that the Applicant is advised of its decision. Decisions made by the Master Association Board are not appealable. This limit on appeals from Master Association Board decisions is not a limit on the Master Association Board's ability to amend or modify a decision it has issued under circumstances it considers

appropriate. The Board shall further adopt policies and procedures for appeals of Aesthetic Review Committee decisions.

ARTICLE V OWNERS' MEMBERSHIP AND VOTING RIGHTS

Each Person who purchases a Lot in the Properties becomes a Member of the Master Association with certain rights and privileges. Membership rights, limits on Memberships and transfer of Memberships, voting rights and rights of co-owners are all described in detail in the Articles and Bylaws. Some Membership information is summarized here. Declarant's veto rights are also described in this Article. Declarant is given the right to veto certain actions by the Master Association because of Declarant's long term financial and philosophical commitment to development of the Properties.

As described in the Articles and Bylaws, the Declarant has the right to appoint a majority of the Directors of the Master Association. This system is used to allow Declarant, who will be extensively involved in the Properties for a long period of time, to ensure that the Master Association fulfills its purposes. By allowing the Members to elect increasing numbers of representatives to the Board on a gradual basis, the Declarant encourages Member participation and trains the Members in operation of the Master Association so that when the Declarant is no longer involved with the Properties, the Members can effectively operate the Master Association.

5.1. MEMBERSHIP INFORMATION. Every Owner automatically acquires a Membership and retains the Membership until the Owner's Lot ownership ceases, at which time such Owner's Membership shall automatically cease. Ownership of a Lot is the sole qualification for Membership. Neither the issuance nor the holding of shares of stock is necessary to evidence Membership in the Master Association. The classes of voting Membership shall be as set forth and described in the Bylaws. All Memberships in the Master Association are appurtenant to the Lots and shall not be separated from the Lot to which the Memberships appertain.

5.2. DECLARANT'S VETO RIGHT. So long as Declarant owns any portion of the Properties or Annexable Territory, Declarant has a right to veto any of the actions listed in Section 5.3 if proposed to be taken by the Master Association. This right shall terminate on the date on which Declarant no longer owns or has a Mortgage interest in any portion of the Properties or Annexable Territory.

5.3. ACTIONS SUBJECT TO DECLARANT'S VETO. The following actions are subject to Declarant's veto:

5.3.1. Change in Design. Any change in the general, overall architectural and landscaping design of the Properties or the Master Association Property;

5.3.2. Aesthetic Review Committee. All decisions of the Aesthetic Review Committee, decisions made on appeal to the Board, and any decision to terminate the Aesthetic Review Committee;

5.3.3. Community Guidelines. Adoption of any change to the Community Guidelines or Architectural Guidelines;

5.3.4. Reduction in Services. Any significant reduction of Master Association Property services, the amount of Common Assessments or entering into contracts for maintenance or other goods and services benefiting the Master Association or the Master Association Property at contract rates which are fifteen percent (15%) or more below the reasonable cost for such maintenance, goods or services;

5.3.5. Special Benefit Areas. Creation of or modification of a Special Benefit Area;

5.3.6. Annexations. Annexation to the Properties of real property pursuant to Section 16.5

5.3.7. Amendments. All proposed amendments to this Master Declaration.

ARTICLE VI OWNERS' PROPERTY RIGHTS AND PROPERTY EASEMENTS

Living or working in a master planned community involves sharing and cooperation. The various types of properties and uses in the Properties require the creation of special property rights and provisions to address the needs of the variety of Persons living and working in the Properties. The property rights acquired by Owners and other Persons are described in this Article along with limits on the exercise of those rights.

6.1. OWNERS' EASEMENT OF ENJOYMENT OVER MASTER ASSOCIATION PROPERTY. Every Owner has a right and easement of ingress and egress and of enjoyment in, to and over the Master Association Property, and such easement is appurtenant to and shall pass with title to every Lot, subject to the following:

6.1.1. Master Association Exercise of Powers. The Master Association's exercise of its powers.

6.1.2. Suspension of Privileges. Subject to Utah law, as amended, the Master Association's right to enforce provisions of the Governing Documents by suspending the Membership rights and other rights and easements of any Owner (and of the Persons deriving rights and easements from an Owner) to use the Master Association Property. The suspension of an Owner's right to use the Common Area and Master Association Property does not prohibit the Owner, resident, tenant or guest of the Owner from using any vehicular or pedestrian ingress or egress go to or from the Residence including any area used for parking.

6.1.3. Transfer of Property. Subject to the limits established in the Articles and Bylaws and applicable provisions of Utah law, the Master Association's right to transfer all or a part of the Master Association Property.

6.1.4. Declarant's Right to Access. The right of Declarant, the Neighborhood Builders and their respective sales agents, representatives and prospective purchasers to the

nonexclusive use of the Master Association Property and Common Area, without cost, for access and use to market and dispose of the Properties and the Annexable Territory, until neither Declarant nor any Neighborhood Builder owns any portion of the Properties or the Annexable Territory; however, such use shall not unreasonably interfere with the rights of enjoyment of the other Owners established by this Master Declaration.

6.1.5. Declarant and Neighborhood Builder Rights. The easements, rights and reservations of Declarant and the Neighborhood Builders established in this Master Declaration.

6.1.6. Restricting Access. The Master Association's right to reasonably restrict access to slopes and other landscaped areas, maintenance facilities, open space areas and other areas of the Master Association Property designated by the Board. A Supplemental Declaration may designate exclusive use areas in portions of the Master Association Property for the exclusive use or maintenance by one or more Owners (such as common driveway areas).

6.1.7. Master Association Property Improvements. The Master Association's right to maintain, reconstruct and refinish any Improvement on the Master Association Property.

6.1.8. Access to Public. The Master Association's right to make portions of the Master Association Property available for use by Persons who are not residents or Owners in the Properties on such terms and at such times as are negotiated by the Master Association.

6.1.9. Other Easements. The easements reserved in the other Sections of this Article.

6.2. EASEMENTS FOR VEHICULAR/PEDESTRIAN TRAFFIC. Declarant reserves, for the benefit of all Owners and the Neighborhood Associations, nonexclusive easements appurtenant to all the Lots and Common Area in the Properties for vehicular and pedestrian traffic over the private streets and walkways within the Master Association Property, subject to the parking and street restrictions in Article II.

6.3. EASEMENTS FOR EMERGENCY VEHICULAR ACCESS AND PUBLIC SERVICE PURPOSES. Declarant reserves easements over the Properties for public services of the Local Government Agencies, including the right of law enforcement and fire protection personnel to enter upon any part of the Properties for the purpose of carrying out their official duties and for emergency vehicle access.

6.4. EASEMENTS FOR PRIVATE AND PUBLIC UTILITY PURPOSES. Declarant reserves easements over the Master Association Property for public and private utility purposes, including the right of any public utility of access over the Master Association Property for purposes of reading and maintaining meters, and using and maintaining fire hydrants located in the Properties. Declarant also reserves reciprocal, nonexclusive easements over all Lots, Common Area and the Master Association Property, for installation and maintenance of utility Improvements.

6.5. EASEMENT FOR DECLARANT AND NEIGHBORHOOD BUILDERS.

Declarant reserves for its benefit, for the benefit of the Neighborhood Builders, and their agents, employees, contractors, customers and invitees and for the benefit of their successors and assigns, a nonexclusive easement appurtenant to the Annexable Territory, over the Master Association Property for access, use and enjoyment, to show the Properties and Annexable Territory to prospective purchasers, or to develop, market, sell, lease or otherwise dispose of the Properties and the Annexable Territory. Such easement shall continue for so long as Declarant or a Neighborhood Builder owns any portion of the Properties or the Annexable Territory.

6.6. MASTER TELECOMMUNICATIONS EASEMENTS.

6.6.1. Reservation of Master Telecommunication Easements. The term “*Telecommunication Easement Area*” used in this Section 6.6 means the Common Area, Master Association Property and the portion of each Lot with a width measured from each Lot line and extending two feet into the Lot and with a length equal to each Lot line. To the maximum extent allowed by law, Declarant excepts and reserves from the Telecommunication Easement Area and retains the right to transfer and assign exclusive and nonexclusive easements in gross for the purposes of installing, maintaining, operating and relocating Telecommunication Facilities and conducting Telecommunication Services in the Properties. Declarant also reserves, together with the right to grant and transfer all or a portion of the same, exclusive and nonexclusive easements in gross over and under the Telecommunication Easement Area for the purpose of access for the Telecommunication Services and to the Telecommunication Facilities. The easements reserved in this Section 6.6 are referred to as “Master Telecommunication Easements.”

6.6.2. Rights in Connection with Master Telecommunication Easements.

The holder of any Master Telecommunication Easements has the right to trim and remove landscaping whenever, in easement holder’s reasonable judgment, it is necessary for the convenient and safe use of the Master Telecommunication Easements. The Telecommunication Facilities will not be deemed to be affixed to or a fixture of the Properties unless otherwise indicated in a Recorded instrument. No one other than the holder of the Master Telecommunication Easements has the right to access, operate, or move the Telecommunication Facilities.

6.6.3. Limits on Use of the Properties. No Person shall alter any Telecommunication Facilities without the prior consent of owner of the Telecommunication Facilities. No Person shall grant or dedicate any easements, licenses or other rights on, across, under or over or affecting the Properties that interfere, compete or conflict with the terms of any Recorded grants of Telecommunication Easements. Master Association, the Owners and the Sub Associations shall execute and allow to be Recorded against the Properties such documents as are reasonably required in connection with exercise or protection of rights as established in a Recorded grant of Master Telecommunication Easements.

6.7. MISCELLANEOUS EASEMENTS. Declarant reserves the following easements, along with the right to transfer them, for the benefit of all of the Properties, and for the benefit of all of the Owners:

6.7.1. Drainage. Reciprocal, nonexclusive easements for drainage of water over, across and upon Lots, Common Areas and Master Association Property (excluding the buildings and areas proposed to include a building) resulting from the normal use of the Lots, Common Areas or Master Association Property.

6.7.2. Maintenance and Repair. Nonexclusive easements over the Properties for access to perform necessary maintenance, repair or replacement of any Improvement constructed by Declarant or a Neighborhood Builder.

6.7.3. Easements on Plats. Easements as shown on any Recorded subdivision plat of any portion of the Properties.

6.7.4. Encroachments. Easements for minor encroachment and maintenance if any Improvement in a Lot or Common Area that encroaches upon the Master Association Property or if Master Association Property Improvements encroach upon any Lot or Common Area as a result of construction by Declarant or a Neighborhood Builder or as a result of construction or reconstruction approved by the Aesthetic Review Committee, repair, shifting, settlement or movement of any portion of the Properties.

6.8. DELEGATION OF USE. Any Owner may delegate the Owner's right to use the Master Association Property to such Owner's tenants, contract purchasers or subtenants who reside in such Owner's Residence, subject to reasonable regulation by the Board.

6.9. WAIVER OF USE. No Owner may exempt himself from personal liability for Assessments levied by the Master Association, nor release his Lot from the liens and charges hereof, by waiving use of the Master Association Property or any facilities thereon or by abandoning such Owner's Lot.

6.10. RIGHT TO GRANT ADDITIONAL EASEMENTS. Declarant reserves easements over the Master Association Property for the exclusive use by an Owner or Owners of contiguous property as a yard, recreational, gardening, or landscaping area. Any such easement may be transferred by Declarant prior to conveying the last Lot in the Properties and the Annexable Territory. The transfer must be approved in advance by the Board. The purpose of the easement, the portion of the Master Association Property affected, or the Lot to which the easement is appurtenant, and any restrictions on use of the easement area shall be identified in the Recorded document used to transfer the easement. Nothing in this Master Declaration shall be construed as giving the Declarant the right to alter existing utility easements.

ARTICLE VII ASSESSMENT COLLECTION

One of the obligations of Owners is to contribute financially to support the operations of the Master Association. The Master Association funds its operations through collection of different kinds of assessments: Common Assessments, Capital Improvement Assessments, Reconstruction Assessments, Compliance Assessments, Special Assessments and Transfer Fees. This Article describes how the different types of Assessments are collected and used by the

Master Association. This Article also sets limits on the amount of certain assessments that can be charged to Owners.

7.1. CREATION OF ASSESSMENT OBLIGATION. Declarant, for and as the Owner of the Project and every part thereof on the date hereof, hereby covenants, and each Neighborhood Builder and each Owner of a Lot by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, also shall be deemed to covenant and agree with each other and with the Master Association, to pay to the Master Association all Assessments, both regular and special, made by the Master Association (whether acting through the Board or through the vote of the Master Association members, as provided in this Article VII) for the purposes provided in this Declaration. Such Assessments shall be fixed, established, and collected from time to time as provided in this Article VII. Notwithstanding the foregoing, Declarant's personal obligation to pay the Assessments shall be subject to the terms of Section 7.3.6.

7.2. BUDGET, COMMON EXPENSES AND CAPITAL IMPROVEMENT COSTS. The annual operating budget of the Master Association, including, without limitation, the calculation of common expenses and Capital Improvements costs therein, shall be determined as follows:

7.2.1. Annual Budget. On or before a regular date set by the Board at least once each year (the "**Preliminary Budget Due Date**"), the Board will prepare, or cause to be prepared, an annual, operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the coming calendar year and taking into account the general condition of the Project (the "**Budget**"). The Budget shall constitute a major guideline under which the Master Association shall operate during such annual period. The Budget also shall serve as the basis for the schedule of proposed monthly Assessments for the annual period for which it is prepared. Each such Budget, together with a written statement from the Board outlining a plan of operation for the year in question and reasonably justifying important estimates made, will be submitted to the Members on or before that certain date within fifteen (15) days of the Preliminary Budget Due Date. Such Budget, with any changes therein, will be voted on and/or adopted by the Members at each annual meeting of the Members together with the approval of Declarant as described hereafter; provided, however, as set forth in Section 57-8a-215(5) of the Utah Code, during the Declarant Control Period the Members may not disapprove the Budget approved by Declarant. In addition, so long as Declarant owns any Lot in the Project, Declarant's vote shall be required to approve the Budget. If the Master Association and Declarant do not both vote in favor of such current Budget or if no new Budget is presented in any given year then the Budget from the immediately prior year shall carry over to the current year subject to a potential increase of up to five percent (5%) in the total Common Expenses (defined below) which may be budgeted for by Declarant or the Board in its sole discretion (together with a corresponding increase in the associated Assessments arising therefrom).

7.2.2. Basis of the Budget. The Budget shall be based upon the Board's estimates of the cash required to provide for payment of the annual normal expenses (the "**Common Expenses**") arising out of or connected with the ordinary maintenance and operation of the Common Areas including, without limitation, the maintenance and repair of the Master Association Improvements and any Capital Improvements (and it shall include a breakout of a

Special Benefit Area component for maintenance and operation of those Capital Improvements within a Special Benefit Area intended or used predominantly by the Owners of Lots within the Special Benefit Area). Such actual expenses and estimated expenses may include, among other things, the following: expenses of management, governmental taxes and governmental special assessments; premiums for all insurance that the Master Association is required or permitted to maintain; normal repairs and maintenance; wages for Master Association employees, including fees for a property manager or property management company, if any; normal utility charges; payment of culinary and irrigation water assessments and systems (as may be approved, purchased, built and/or obtained by Declarant or the Master Association including, for example and without limitation, if Declarant and/or the Master Association elected to obtain their irrigation water from a private water company instead of from Salt Lake City Utilities or other municipal provider); legal and accounting fees; any normal and ordinary deficit remaining from a previous period; creation of a reasonable contingency reserve; normal and ordinary sinking or reserve funds required or allowed herein; and any other normal and ordinary expenses and liabilities which may be incurred by the Master Association for the benefit of all of the Owners or by reason of this Master Declaration or applicable state law. In addition to the Common Expenses, the Budget shall include line items for any planned Capital Improvement or the repayment of any Capital Improvement.

7.3. REGULAR ASSESSMENTS. Assessments shall be regularly computed and assessed against all Lots in the Project as follows:

7.3.1. Common Assessments.

(a) Dates and Manner of Payment. The Board shall establish regular, annual Common Assessments to be paid by each Owner for the Common Expenses as set forth in the duly approved Budget (subject to Declarant's rights in Section 7.3.6). The dates and manner of payment of the Common Assessments shall be determined by the Board and may include, without limitation, monthly payments. Each monthly installment of the regular annual Common Assessment shall bear interest at the rate of one and one-half percent (1-1/2%) per month from the date it becomes due and payable until paid. The total amount of the Common Assessments collected each year shall be referred to herein as the "Common Assessments Fund".

(b) Amount and Method of Assessment. In establishing the amount of Common Assessments to be assessed each year, the Board may provide that the Owners of Lots improved with Houses that have received a certificate of occupancy pay more in Common Assessments (sometimes referred to herein as the "House Common Assessment") than the Owners of Lots that do not have Houses or do not have Houses with certificates of occupancy (sometimes referred to herein as the "Lot Common Assessment"). Otherwise, the Board shall for the most part seek to equally assess each Lot within a Neighborhood the same amount of Common Assessments provided that in certain limited occurrences, different Lots in a Neighborhood may be charged more or less than other Lots when reasonable distinctions are found to exist such as some Lots being substantially larger in size than other Lots. The foregoing method of assessing the Common Assessments to the Owners may be altered by the Board so long as the method it adopts (i) is consistent with good accounting practice, (ii) generally requires that the portion of Common Expenses borne by each Owner of a Lot(s) without a House

within the same Neighborhood be equal (except where a given Lot is substantially larger than other Lots in the Neighborhood or except with respect to Declarant as provided in Section 7.3.6), and (iii) generally requires that the portion of Common Expenses borne by each Owner of a Lot(s) with a House within the same Neighborhood be equal (except where the underlying Lot is substantially larger than other Lots in the Neighborhood or except with respect to Declarant as provided in Section 7.3.6). Notwithstanding anything else contained herein (but subject to Section 7.3.6), (Y) in no event shall the greatest House Common Assessment for a Lot with a House within the entire Project be more than twenty percent (20%) greater than the least House Common Assessment for any Lot with a House within the entire Project, irrespective of Neighborhoods, set by Declarant or the Board, and (Z) in no event shall the greatest Lot Assessment for any Lot within the entire Project be more than twenty percent (20%) greater than the least Lot Assessment for any Lot within the entire Project, irrespective of Neighborhoods, set by Declarant or the Board.

7.3.2. Capital Improvement Assessments. The Board shall establish regular, annual Capital Improvement Assessments to be paid by each Owner as a means to pay or reimburse all or part of the cost (as determined by the Board) incurred by Declarant or the Master Association for installing or constructing Capital Improvements on the Master Association Property. The dates, manner of payment, amount and method of assessment of any Capital Improvement Assessments shall be set by the Board, will be levied in the same manner and proportion as the Common Assessments, and may be referred to herein as the “House Capital Improvement Assessment” and the “Lot Capital Improvement Assessment”. The House Common Assessment and the House Capital Improvement Assessment are collectively referred to herein as the “House Assessment”. Similarly, the Lot Common Assessment and the Lot Capital Improvement Assessment are collectively referred to herein as the “Lot Assessment”. The House Assessment and the Lot Assessment are collectively referred to herein as the “Annual Assessment” and the total Annual Assessment collected each year is referred to herein as the “Annual Assessment Fund”.

7.3.3. Declarant’s Control. Notwithstanding the preceding provisions of these Sections 7.1 to 7.3.2 to the contrary, until one hundred fifty-five (155) Lots have been conveyed by Declarant to unrelated, third party purchasers thereof pursuant to a Close of Escrow, Declarant shall set and determine the House Assessment and the Lot Assessment. Once there has been a Close of Escrow on one hundred fifty-five (155) of the Lots by Declarant to unrelated, third party purchasers, the Board shall set the amount of the House Assessment as well as the Lot Assessment as described in Sections 7.3.1 and 7.3.2. For purposes of this Section 7.3.3., Neighborhood Builders shall be deemed to be related purchasers to Declarant.

7.3.4. Lack of Timely Notice. Any failure of the Board to give timely notice of any Assessment as provided in this Article shall not affect the liability of the Owner of any Lot or House for such Assessment.

7.3.5. Inadequate Funds. In the event that the total amount of the Common Assessments and the total amount of the Capital Improvement Assessments collected each year prove inadequate at any time and/or for whatever reason including, without limitation, nonpayment of any Owners’ Assessments or any extraordinary or unpredicted costs or expenses,

the Board may levy additional, Special Assessments in accordance with the procedure set forth in Section 7.4.

7.3.6. Declarant's Obligations. Notwithstanding any preceding provisions of these Sections 7.1 to 7.3 to the contrary, Declarant may from time to time in its sole discretion choose to submit itself to the provisions and regular Annual Assessments with twelve monthly installment payment obligations described in the foregoing Subsections 7.3.1 and 7.3.2 for any such Lots that Declarant owns or in the alternative Declarant may instead pay each month an amount equal to the remaining balance of the normal Common Expenses of the Project provided that in no event shall Declarant be obligated to pay more for such remaining balance than Declarant would have paid in total if Declarant had paid the regular monthly installments described in 7.3.1 and 7.3.2.

7.4. SPECIAL ASSESSMENTS. In addition to the Annual Assessments authorized by Sections 7.1 to 7.3 above, the Board may levy, at any time and from time to time, upon the affirmative vote of at least fifty-one percent (51%) of the total votes of the Members of the Master Association plus the affirmative vote of Declarant so long as Declarant owns any Lot in the Project, special assessments ("**Special Assessment**" or "**Special Assessments**"), payable over such periods of time as the Board may determine, for the purpose of defraying, in whole or in part, unexpected costs or expenses different from the other Assessments such as the Reconstruction Assessments that are generally used for unexpected repairs or replacements of the Common Areas (described in Section 9.1). This Section shall not be construed as an independent source of authority for the Master Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles of this Master Declaration. Except for the distinguishing factors allowed in Section 7.3.1(b), any Special Assessments assessed pursuant hereto shall be apportioned equally among and assessed equally to all Owners. Notice in writing of the amount of such Special Assessments and the time for payment thereof shall be given promptly to the Owners. No payment shall be due less than thirty (30) days after such notice shall have been mailed. All unpaid portions of any Special Assessments shall bear interest at the rate of one and one-half percent (1-1/2%) per month from the date such portions become due until paid. The total amount of Special Assessments collected is referred to herein as the "**Special Assessments Fund**".

7.5. RESERVE FUNDS.

7.5.1. Annual Assessments for Reserve Funds. A portion of the Annual Assessments shall be used to adequately fund General Reserves. Until otherwise modified by the Board, five percent (5%) of all Annual Assessments collected shall be applied to the General Reserve Fund. An additional amount may be added by the Board to the Annual Assessments of those Owners of Lots within a Special Benefit Area with such additional amounts to be assessed and paid into the Special Benefit Area Reserve Fund for the use of the Capital Improvements within the Special Benefit Area.

7.5.2. Transfer Fees. Upon Declarant's first sale of each Lot (as calculated from the conveyance of title to a Lot) to a third party purchaser (that shall not include a conveyance of title to any affiliate of Declarant, a Neighborhood Builder or to the Master Association), the purchaser shall pay \$550.00 to the Association that shall be deposited into the

General Reserve Fund and shall be non-refundable. Thereafter, upon the sale of any such Lot by said purchaser (as calculated from the conveyance of title to a Lot) to a third party purchaser (that shall not include a conveyance of title to a spouse, child or trust of said purchaser for estate planning purposes or to the Master Association), the new third party purchaser shall pay \$850.00 to the Association that shall be deposited into the General Reserve Fund and shall be non-refundable. This \$550.00 payment and this \$850.00 payment (collectively, the "Transfer Fees") shall be collected from the Owner of each Lot at the Close of Escrow for the purchase of the Lot (or the House). Each year the Board may in its sole discretion increase any Transfer Fees to account for inflation from the prior year or any cumulative years. The Board also may, in its sole discretion, add an additional amount onto these Transfer Fees for the sales of any Lots within a Special Benefit Area in order to help fund the Special Benefit Area Reserve Fund. Such Transfer Fees may only be assessed against Lots within the Special Benefit Areas.

7.5.3. Not Deemed to be a Prepayment of a Regular Assessment. An Owner's payment of the Transfer Fee shall not be considered as an advance prepayment of any regular Assessment. Each Lot's (or House's) Transfer Fee may be collected and then contributed to the Master Association by the Declarant or Neighborhood Builder.

7.5.4. Enforcement. . Until paid to the Master Association, the Transfer Fees due pursuant to this Section 7.5 shall be considered an unpaid Common Assessment, with a lien on the Declarant's or Neighborhood Builder's unsold Lots (or Houses). Any failure to make any of these Section 7.5 payments shall be deemed to be an unpaid Assessment secured against the Lot and collectible as provided in Section 7.6.

7.6. LIENS FOR ASSESSMENTS. All sums assessed to the Owner of any Lot within the Project pursuant to the provisions of this Article VII, together with interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Master Association. The mere existence of this recorded Master Declaration hereby puts all parties on notice that each Lot within the Project is subject to a lien on such Lot in favor of the Association for such unpaid sums as provided in Section 57-8a-301 of the Utah Code. Any purchaser, lender or other third party is required to communicate with the Master Association (as provided in Section 7.8 below) to determine the amount of the sums being secured by such lien, and nothing further is required to put all such purchasers, lenders or other third parties on notice of the existence of such lien(s). However, the Master Association also may voluntarily elect, in its sole discretion, to provide as extra evidence of a lien for the sums assessed pursuant to this Article VII, by preparing a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, and a description of the Lot. Such extra notice shall be signed and acknowledged by a duly authorized officer of the Master Association and may be recorded with the Salt Lake County Recorder. No such extra notice of lien shall be recorded until there is a delinquency in payment of the assessment. All such lien(s) described in this Section may be enforced by non-judicial foreclosure for deeds of trust by the Master Association or by judicial foreclosure by the Master Association, as it may choose, in the same manner in which statutory deeds of trust and mortgages on real property may be foreclosed in the State of Utah. In any such foreclosure, the Owner shall be required to pay for costs and expenses of such proceeding, including reasonable attorneys' fees, and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Master Association any assessments against the Lot which shall become due during the period of foreclosure. The Master

Association shall have the right and power to bid-in at any foreclosure sale, and to own, lease, mortgage or convey the subject Lot.

7.7. PERSONAL OBLIGATION OF OWNER. The amount of any regular or special assessment against any Lot shall be the personal obligation of the Owner of such Lot to the Master Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Master Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Lot, or by waiving any services or amenities. The Master Association may use any method of collecting Assessments allowed by law including charging credit cards or electronic transfers. At the Master Association's discretion, the additional cost of any method of collection may be collected from the Owner electing the method of collection and does not have to be divided equally among all Owners. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Master Association in connection therewith, including reasonable attorneys' fees.

7.8. STATEMENT OF ACCOUNT. Upon written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Lot and payment of any reasonable fee assessed, the Board shall issue a written statement setting forth the following: (a) the amount of the unpaid assessments, if any, with respect to such Lot, and (b) the amount of the current regular assessment with respect to such Lot and the date such assessment becomes or became due. Such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.

7.9. PERSONAL LIABILITY OF A PURCHASER. A purchaser of a Lot shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Lot up to the time of the grant of conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recovery from the seller of the subject Lot the amount of such assessments paid by the purchaser.

7.10. MAINTENANCE FUNDS. The Annual Assessment Fund, the General Reserve Fund, a Special Benefit Area operating fund for current expenses of the Capital Improvements within each Special Benefit Area intended or predominantly used by the Owners of Lots within the Special Benefit Area (the "***Special Benefit Area Operating Fund***"), the Special Benefit Area Reserve Fund, the Special Assessments Fund, any other funds described above and any other miscellaneous funds as the Board deems necessary (collectively, the "***Maintenance Funds***") may be established as trust accounts at a banking or savings institution and may be combined so long as the funds are treated as separate funds for accounting purposes.

7.11. PURPOSE OF ASSESSMENTS. Assessments and any other amounts deposited into the Maintenance Funds shall be used exclusively to (a) promote the Owners' recreation and welfare, (b) improve and maintain the Master Association Property, and (c) discharge any other Master Association obligations. Disbursements from the particular Maintenance Funds shall be limited to specific purposes as follows:

7.11.1. General Operations. Disbursements from the General Operating Fund shall be made for payment of Common Expenses which are not Budgeted to a Special Benefit Area.

7.11.2. General Reserves. Disbursements from the General Reserve Fund shall be made solely for payment of those Reserve expenditures which are not Budgeted to a Special Benefit Area.

7.11.3. Special Benefit Area Operations. Disbursements from each Special Benefit Area Operating Fund shall be made solely for payment of the current operating Common Expenses of the Special Benefit Area for which the fund was created.

7.11.4. Special Benefit Area Reserves. Disbursements from each Special Benefit Area Reserve Fund shall be made solely for payment of Reserve expenditures attributable to the Special Benefit Area for which the fund was created.

7.11.5. Special Assessments. Disbursements from the Special Assessments Fund shall be made solely for payment of Special Assessments expenditures for which the fund was created.

7.12. EXEMPT PROPERTY. The following property is exempt from the obligation to pay Assessments:

7.12.1. Public Property. All portions of the Properties dedicated to and accepted by a Local government agency.

7.12.2. Master Association Property. The Master Association Property.

7.12.3. Common Area. All Common Area.

7.12.4. Other. Any areas exempted from Assessments in a Supplemental Declaration.

7.13. AMENDMENT OF ARTICLE. Except as may be necessary to conform to the law, as it may be amended from time to time, after the Declarant Control Period has passed, this Article VII shall not be amended unless the Owners holding sixty-seven percent (67%) of the total votes of the Master Association, with the affirmative vote of Declarant so long as Declarant owns any Lot in the Project being one of the votes in favor of such amendment, consent and agree to such amendment by a duly recorded instrument.

ARTICLE VIII RESIDENTIAL AREA MAINTENANCE OBLIGATIONS

To protect the aesthetics of the Properties, the Declarant has established standards for maintaining the various types of property in the Residential Area. This Article describes these standards.

8.1. MAINTENANCE OBLIGATIONS OF OWNERS. Each Owner of a Lot or House in a Residential Area shall maintain his Lot or House in accordance with this Section 8.1 unless this Section 8.1 is explicitly superseded in a Supplemental Declaration.

8.1.1. General Responsibilities for Lots. Each Owner, at the Owner's sole expense, shall maintain and restore all Improvements located on the Owner's Lot and the Lot itself, in a neat, sanitary and attractive condition. Such maintenance responsibilities include the maintenance of the entire Residence on the Lot, as well as any fence or wall constructed on the Lot along the Lot Line abutting any Master Association Property. Each Owner whose Lot uses a private drainage system installed by Declarant or a Neighborhood Builder is responsible for its maintenance. Each Owner whose Lot uses a sewer system lateral, water system lateral, or any other utility line exclusively servicing the Lot, is responsible for the maintenance of that portion of the lateral which exclusively serves such Owner's Lot. Each Owner is also responsible for maintaining the mailbox that serves the Owner's Lot. If any Owner permits any Improvement which such Owner is responsible for maintaining to fall into disrepair or to become unsafe, unsightly or unattractive, or to otherwise violate the Governing Documents, the Board may seek any remedies at law or in equity which it may have. In addition, the Board may, after Notice and Hearing, enter upon such Owner's Lot to perform such maintenance and charge the cost thereof to the Owner as a Compliance Assessment.

8.1.2. General Responsibilities for Houses. Each Owner, at the Owner's sole expense, shall maintain and restore the Owner's House, in a neat, sanitary and attractive condition. If an Owner permits his House to fall into disrepair or to become unsafe, unsightly or unattractive, or to otherwise violate the Governing Documents, the Board may seek any remedies at law or in equity which it may have. In addition, the Board may, after Notice and Hearing, enter upon such Owner's House to perform such maintenance and charge the cost thereof to the Owner as a Compliance Assessment

8.1.3. Insurance Obligations. Each Owner is also responsible for carrying public liability insurance in the amount such Owner deems desirable to cover such Owner's individual liability for damage to person or property occurring inside such Owner's House or elsewhere upon such Owner's Lot.

8.1.4. Damage to Residences-Reconstruction. If all or any portion of any Lot or Residence is damaged or destroyed by fire or other casualty, the Owner of such Lot shall either (i) rebuild, repair or reconstruct the Lot and the Residence thereon in a manner which will restore them substantially to their appearance and condition immediately prior to the casualty or as otherwise approved by the Aesthetic Review Committee, or (ii) install landscaping on the Lot without rebuilding the Residence as approved by the Aesthetic Review Committee. The Owner of any damaged Lot or Residence and the Aesthetic Review Committee shall proceed with all due diligence. The Owner shall cause construction or landscaping to commence within six (6) months after the damage occurs and to be completed within twelve (12) months after damage occurs, unless prevented by causes beyond such Owner's reasonable control. A transferee of the Lot which is damaged or upon which is located a damaged Residence shall commence and complete construction or landscaping in the respective periods which would have remained for the performance of such obligations if the Owner of the Lot at the time of the damage still held

title to the Lot. However, no such transferee may be required to commence or complete such construction in less than thirty (30) days from the date such transferee acquired title to the Lot.

8.1.5. Party Walls. Each wall or fence which is placed on the dividing line between the Lots (the "Party Wall") is a party wall. The cost of the initial installation, reasonable maintenance, and subsequent replacement of a Party Wall shall be shared equally by the Owners of the Lots divided by the Party Wall. However, each Owner is responsible for repainting the side of any Party Wall facing his Lot. If a Party Wall is destroyed or damaged, any Owner whose Lot is affected thereby may restore it, and the Owner of the other Lot which is affected thereby shall contribute equally to the cost of restoration. An Owner who by his negligent or willful act causes a Party Wall to require repair or replacement shall bear the whole cost of the necessary repairs or replacement. The right of any Owner to contribution from any other Owner under this Subsection is appurtenant to each Owner's Lot and passes to such Owner's successors in title. An Owner's contribution to the initial installation of a Party Wall shall be made within twelve (12) months from the date of completion of work. All other contributions for maintenance, restoration, or subsequent replacement shall be made within sixty days from completion of work. If an Owner fails to make his contribution, the harmed Owner shall have the right to initiate a legal or equitable action to recover the monies owed. Neither the Master Association nor the Neighborhood Association shall be party to an action to collect contributions for Party Walls.

8.2. NEIGHBORHOOD ASSOCIATION RESPONSIBILITIES. Each Neighborhood Association shall maintain all Improvements on its Common Area in a neat, sanitary and attractive condition. However, each Neighborhood Association is not responsible for performing those items of maintenance, repair or Improvement of the Houses or exclusive, Limited Use areas appurtenant to the Houses, the maintenance of which is the responsibility of the Owners. If any Neighborhood Association permits any Improvement which such Neighborhood Association is responsible for maintaining, to fall into disrepair or to become unsafe, unsightly or unattractive, or to otherwise violate this Master Declaration, the Board may pursue any remedies at law or in equity which it may have. In addition, the Board may, after Notice and Hearing, enter upon such Common Area to make such repairs or to perform such maintenance and charge the cost thereof to the Neighborhood Association. Said cost shall be a Compliance Assessment enforceable as set forth in this Master Declaration.

8.3. MAINTENANCE OBLIGATIONS OF THE MASTER ASSOCIATION.

8.3.1. Responsibilities. The Master Association shall maintain all Improvements on the Master Association Property in an attractive condition and in good order and repair. The Board shall determine, in its sole discretion, the level and frequency of maintenance of the Master Association Property. The Master Association may add or remove any landscaping Improvements to or from the Master Association Property and shall keep the landscaping thereon free of weeds and disease.

8.3.2. Inspection. Upon the first to occur of that certain date (i) four (4) years from the Effective Date and (ii) six (6) months after the date on which the Declarant no longer has any ownership interest in the Properties and the Annexable Territory, the Board from that point and continuing thereafter shall have the Master Association Property and all Improvements thereon inspected at least once every year in order to (a) determine whether the Master

Association Property is being maintained in accordance with the standards of maintenance established in the Governing Documents, (b) determine the condition of the Master Association Property and any Improvements thereon, including the existence of any hazards or defects, and the need for performing additional maintenance, refurbishment, replacement, or repair, and (c) recommend preventive actions to reduce potential maintenance costs to be incurred in the future. The Board shall keep Declarant fully informed of the Board's activities under this Section 8.3.2. The Board may employ such experts and consultants as necessary to perform the inspection and make the report required by this Section. The Board shall prepare a report of the results of the inspection required by this Section. The report shall be furnished to Owners and to Declarant within the time set forth for furnishing Owners with the Budget. The report must include at least the following:

- (a) a description of the condition of the Master Association Property, including a list of items inspected, and the status of maintenance, repair and need for replacement of all such items;
- (b) a description of all maintenance, repair and replacement planned for the ensuing Fiscal Year and included in the Budget;
- (c) if any maintenance, repair or replacement is to be deferred, the reason for such deferral;
- (d) a summary of all reports of inspections performed by any expert or consultant employed by the Board to perform inspections;
- (e) a report of the status of compliance with the maintenance, replacement and repair needs set forth in the inspection report for preceding years; and
- (f) such other matters as the Board deems appropriate.

8.3.3. Damage to Master Association Property. After Notice and Hearing, the Board may levy the cost of any maintenance, repairs and replacements by the Master Association within the Master Association Property arising out of or caused by the willful or negligent act of an Owner, other Person or any Neighborhood Association as a Compliance Assessment against the responsible Owner, Person or Neighborhood Association.

ARTICLE IX

DAMAGE AND CONDEMNATION OF MASTER ASSOCIATION PROPERTY

This Article establishes the procedure for repairing or reconstructing damaged Master Association Property and for obtaining funds from condemnation of Master Association Property.

Damage to or destruction of all or any portion of the Master Association Property and condemnation of all or any portion of the Master Association Property shall be handled in the following manner:

9.1. REPAIR AND RECONSTRUCTION. If the Master Association Property is damaged or destroyed, the Master Association shall cause the Master Association Property to be repaired and reconstructed in accordance with plans and specifications approved by the Board. If the cost of effecting total restoration of the Master Association Property exceeds the available insurance proceeds, then the Master Association shall levy a Reconstruction Assessment against the Lots and Houses and their respective Owners equal to the difference between the total restoration cost and the insurance proceeds.

9.2. OWNERS' RESPONSIBILITIES. Each Owner is liable to the Master Association for all expenses of repairing damage to the Master Association Property which may be sustained due to the negligence or willful misconduct of said Owner or the Persons deriving their right to use the Master Association Property from said Owner. The Master Association may, after Notice and Hearing, (i) charge the Owner for the cost of repairing the damage, (ii) determine whether any claim shall be made upon the insurance kept by the Master Association and (iii) levy against such Owner a charge equal to any deductible paid and the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner or the Persons for whom such Owner may be responsible. If a Lot is jointly owned, the liability of its Owners is joint and several, except to the extent that the Master Association has previously contracted in writing with such joint Owners to the contrary.

9.3. EMINENT DOMAIN. If all or any portion of the Master Association Property is taken by exercise of the power of eminent domain or by purchase in lieu thereof, the award in condemnation shall be paid to the Master Association and deposited in the Operating Fund. No Owner may participate as a party, or otherwise, in any proceedings relating to such condemnation.

ARTICLE X INSURANCE OBLIGATION OF MASTER ASSOCIATION

This Article establishes minimum requirements for insurance kept by the Master Association.

10.1. CASUALTY INSURANCE. The Board shall obtain all risk property insurance for loss or damage to all insurable Improvements on the Master Association Property with an agreed amount endorsement for no less than one hundred percent (100%) of the full replacement cost (new without deduction for depreciation) of the cost of Improvements, fixtures and other property, without deduction for coinsurance, and may obtain insurance against such hazards and casualties as the Master Association may deem desirable if commercially reasonable and held by reasonably prudent owners of similar properties. The Master Association may also insure any other real or personal property it owns against loss or damage by fire and such other hazards as the Master Association may deem desirable, with the Master Association as the owner and beneficiary of such insurance. The policies insuring the Master Association Property must be written in the name of, and the proceeds thereof must be payable to the Master Association. Unless the applicable insurance policy provides for a different procedure for filing claims, all claims made under such policy must be sent to the insurance carrier or agent, as applicable, by certified mail and be clearly identified as a claim. The Master Association shall keep a record of all claims made.

10.2. INSURANCE OBLIGATIONS OF OWNERS. Each Owner is responsible for insuring his personal property and all other property and Improvements within his Lot as required by the applicable Supplemental Declaration or applicable Neighborhood Declaration (but which in no event shall be worth less than eighty-five percent (85%) of its full replacement value). Such policies shall not adversely affect or diminish any coverage under any insurance obtained by or on behalf of the Master Association. Duplicate copies of such other policies shall be deposited with the Board upon the Board's request. If any loss intended to be covered by insurance carried by or on behalf of the Master Association occurs and the proceeds payable thereunder are reduced due to insurance carried by any Owner, such Owner shall assign the proceeds of such insurance to the Master Association, to the extent of such reduction.

10.3. WAIVER OF SUBROGATION. All policies of property insurance held by the Master Association or the Owners must provide, if available on commercially reasonable terms, for a waiver of: (a) any defense based on coinsurance, and (b) any claim for subrogation and other rights of recovery as they might have against each other and their respective agents, employees, invitees and insurers with respect to all perils covered by whatever casualty insurance is in effect. As to each policy of insurance the Master Association keeps which will not be voided or impaired thereby, the Master Association waives and releases all claims against the Board, the Owners, the Manager, Declarant, the Neighborhood Builders and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence or breach of any agreement by such Persons, but only to the extent that insurance proceeds are received in compensation for such loss.

10.4. LIABILITY AND OTHER INSURANCE. The Master Association shall obtain commercial general liability insurance, including coverage for medical payments and malicious mischief, in such limits as it deems desirable, insuring against liability for bodily injury, death and property damage arising from the Master Association's activities or with respect to property the Master Association maintains or is required to maintain including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured. The Master Association may also obtain Worker's Compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Master Association, the Board and Manager, against liability in connection with the Master Association Property. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity insurance and other insurance as it deems advisable, insuring the Board, the Master Association's officers and the Manager against liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or on any committee thereof. However, fidelity insurance coverage which names the Master Association as an obligee must be obtained by or on behalf of the Master Association for any Person handling the Master Association funds, including, but not limited to, Master Association officers, directors, employees and agents and Manager employees, whether or not such Persons are compensated for their services, in an amount not less than the estimated maximum of funds, including reserve funds, in the Master Association's or Manager's custody during the term of the insurance. The aggregate amount of such insurance coverage may not be less than one-fourth (1/4) of the Annual Common Assessments on all Lots and Houses in the Properties, plus reserve funds. In addition, the Master Association shall continuously keep in effect such casualty, flood and liability insurance and fidelity insurance coverage meeting the requirements for developments such as the Properties established by FNMA, GNMA and

FHLMC, so long as any of them is a Mortgagee or an Owner of a Lot or House in the Properties, except to the extent such coverage is not reasonably available or has been waived in writing.

10.5. NOTICE OF EXPIRATION REQUIREMENTS. If available, each insurance policy the Master Association keeps must contain a provision that said policy may not be canceled, terminated, materially modified or allowed to expire by its terms, without ten (10) to thirty (30) days' prior written notice to the Board, Declarant, and to each Owner and Mortgagee, insurer and guarantor of a first Mortgage who has filed a written request with the carrier for such notice, and every other Person in interest who requests such notice of the insurer.

ARTICLE XI RIGHTS OF MORTGAGEES

This Article gives various rights to lenders.

11.1. GENERAL PROTECTIONS. Notwithstanding any other provision of this Master Declaration, no amendment or violation of the Master Declaration defeats or renders invalid the rights of the Beneficiary under any Mortgage made in good faith and for value, provided that after the foreclosure of any such Mortgage such Lot will remain subject to this Master Declaration. For purposes of the Governing Documents, "first Mortgage" means a Mortgage with first priority over other Mortgages on a Lot, and "first Mortgagee" means the Mortgagee of a first Mortgage. For purposes of any provisions of the Governing Documents which require the vote or approval of a specified percentage of first Mortgagees, such vote or approval is determined based upon one (1) vote for each Lot encumbered by each such first Mortgage. In order to induce VA, FHA, FHLMC, GNMA and FNMA to participate in the financing of the sale of Lots and Houses, the following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of this Master Declaration or any other of the Governing Documents, these added provisions control):

11.2. WRITTEN NOTIFICATION. Each Mortgagee, insurer and guarantor of a first Mortgage encumbering at least one Lot, upon filing a written request for notification with the Board, is entitled to written notification from the Master Association of:

- (a) any condemnation or casualty loss which affects either a material portion of the Properties or the Lot(s) securing the respective first Mortgage; and
- (b) any delinquency of sixty (60) days or more in the performance of any obligation under the Governing Documents, including the payment of Assessments or charges owed by the Owner(s) of the Lot(s) securing the respective first Mortgage, which notice each Owner consents to and authorizes; and
- (c) a lapse, cancellation, or material modification of any policy of insurance or fidelity insurance kept by the Master Association; and
- (d) any abandonment or termination of the Master Association.

11.3. RIGHT OF FIRST REFUSAL. Each Owner, including each first Mortgagee of a Mortgage encumbering any Lot which obtains title to such Lot pursuant to the remedies

provided in such Mortgage, or by foreclosure of such Mortgage, or by deed or assignment in lieu of foreclosure, shall be exempt from any "right of first refusal" created or purported to be created by the Governing Documents.

11.4. ACQUISITION BY MORTGAGEE. Each first Mortgagee of a Mortgage encumbering any Lot who obtains title to such Lot pursuant to the remedies provided in such Mortgage or by foreclosure of such Mortgage shall take title to such Lot free of any claims for unpaid Assessments or charges against such Lot which accrued prior to the time such Mortgagee acquires title to such Lot.

11.5. RIGHTS UPON REQUEST. All Beneficiaries, insurers and guarantors of first Mortgages, upon written request to the Master Association, shall have the right to:

(a) examine current copies of the Master Association's books, records and financial statements and the Governing Documents during normal business hours; and

(b) receive written notice of all meetings of Neighborhood Representatives; and

(c) designate in writing a representative who shall be authorized to attend all meetings of Neighborhood Representatives.

11.6. PAYMENTS OF DELINQUENT AMOUNTS. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Master Association Property and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for Master Association Property and first Mortgagees making such payments shall be owed immediate reimbursement therefor from the Master Association.

11.7. CONTRACTS. The Board may enter into such contracts or agreements on behalf of the Master Association as are required in order to satisfy the guidelines or requirements of VA, FHA, FHLMC, FNMA, GNMA or any similar entity, so as to allow for the purchase, insurance or guaranty, as the case may be, by such entities of first Mortgages encumbering Lots. Each Owner agrees that it will benefit the Master Association and its Members, as a class of potential Mortgage borrowers and potential sellers of their Lots, if such agencies approve the Properties as a qualifying subdivision under their respective policies, Community Guidelines. Each Owner authorizes his Mortgagees to furnish information to the Board concerning the status of any Mortgage encumbering a Lot.

ARTICLE XII ENFORCEMENT

This Article establishes procedures for enforcing the Governing Documents, collecting delinquent assessments and resolving disputes with the Declarant.

12.1. ENFORCEMENT OF RESTRICTIONS. All disputes arising under the Governing Documents, other than those described in Section 12.2, shall be resolved as follows:

12.1.1. Violations Identified by the Master Association. If the Board determines that there is a violation of the Governing Documents, or the Aesthetic Review Committee determines that an Improvement which is the responsibility of an Owner or Neighborhood Association needs installation, maintenance, repair, restoration or painting, then the Board shall give written notice to the responsible Owner or Neighborhood Association identifying (i) the condition or violation complained of, and (ii) the length of time the Owner or Neighborhood Association has to remedy the violation including, if applicable, the length of time the Owner or Neighborhood Association has to submit plans to the Aesthetic Review Committee and the length of time the Owner or Neighborhood Association has to complete the work proposed in the plans submitted to the Aesthetic Review Committee. If an Owner or Neighborhood Association does not perform such corrective action as is required by the Board within the allotted time, the Board, after Notice and Hearing, may remedy such condition or violation complained of, and the cost thereof shall be charged to the Owner or Neighborhood Association as a Compliance Assessment.

If the violation involves nonpayment of an Assessment, then the Board may collect such delinquent Assessment pursuant to the procedures set forth in Section 12.2.

12.1.2. Violations Identified by an Owner or Neighborhood Association. If an Owner or Neighborhood Association alleges that another Owner, other Person, or Neighborhood Association is violating the Governing Documents (other than nonpayment of an Assessment), the complaining Owner or Neighborhood Association must first submit the matter to the Board for Notice and Hearing before the complaining Owner or Neighborhood Association may resort to litigation.

12.1.3. Legal Proceedings. Failure of a Neighborhood Association or an Owner, or any other Person, to comply with any of the terms of the Governing Documents is grounds for relief which may include imposition of a Compliance Assessment and/or an action to recover sums due for damages, injunctive relief, foreclosure of any lien, or any combination thereof; however, the procedures established in Sections 12.1.1 and 12.1.2 must first be followed, if they are applicable.

12.1.4. Limitation on Expenditures. The Master Association may not incur litigation expenses, including attorneys' fees, or borrow money to fund litigation, where the Master Association initiates legal proceedings or is joined as a plaintiff in legal proceedings, unless the Master Association first obtains the consent of a majority of the Members (excluding the voting power of any Owner who would be a defendant in such proceedings). Nevertheless, such approval is not necessary if the legal proceedings are initiated (i) to enforce any provision of the Governing Documents, (ii) to collect any unpaid Assessments levied pursuant to the Governing Documents, (iii) to enforce a contract with a vendor, (iv) for a claim, the total value of which is less than Two Hundred Thousand Dollars (\$200,000), (v) as a cross-complaint or counter-claim in litigation to which the Master Association is already a party, or (vi) to protect the health, safety and welfare of the Members of the Association.

If the Master Association decides to use or transfer reserve funds or borrow funds to pay for any litigation, the Master Association must notify its Members of the decision by mail. Such notice shall provide an explanation of why the litigation is being initiated or defended, why

operating funds cannot be used, how and when the reserve funds will be replaced or the loan will be repaid, and a proposed budget for the litigation. The notice must state that the Members have a right to review of an accounting for the litigation which will be reasonably available at the Master Association's office upon at least ten (10) days prior written notice from the requesting Member (provided that such requesting Member shall only be entitled to such review no more than once every six (6) months). The accounting shall be updated monthly.

12.1.5. Additional Remedies. The Board may adopt a schedule of reasonable fines or penalties which, in its reasonable discretion, it may assess against an Owner or Neighborhood Association for the failure of such Owner, or of a resident of or visitor to such Owner's Lot, or Neighborhood Association to comply with the Governing Documents. The Board may Record a Notice of Noncompliance against an Owner's Lot for any violation of the Governing Documents, if permitted by law.

12.1.6. No Waiver. Failure to enforce any provision of the Master Declaration hereof does not waive the right to enforce that provision, or any other provision of the Master Declaration.

12.1.7. Right to Enforce. The Board or any Owner (not at the time in default hereunder) may enforce the Governing Documents as described in this Article. Each remedy provided for in the Governing Documents is cumulative and not exclusive or exhaustive.

12.2. NONPAYMENT OF ASSESSMENTS.

12.2.1. Remedies. Any installment of an Assessment is delinquent if not paid within ten (10) days of the due date established by the Board. Any Assessment installment not paid within thirty (30) days after the due date, plus all reasonable costs of collection (including attorneys' fees) and late charges as provided in this Master Declaration, shall bear interest at the maximum rate permitted by law commencing from the date the Assessment becomes due until paid (including all such costs of collection). If an Assessment is payable in Installments, the full amount of the Assessment is a lien from the time the first installment becomes due. The Board may also require the delinquent Owner to pay a late charge as established in the Community Guidelines.

The Master Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot including the Improvements thereon. The Master Association may Record a notice of lien against the delinquent Lot. The Master Association need not accept any tender of a partial payment of an Assessment installment and all costs and attorneys' fees attributable thereto, and any acceptance of any such tender does not waive the Master Association's right to demand and receive full payments thereafter.

12.2.2. The Association's Lien.

(a) **Priority of Association Lien.** Subject to any contrary provision in Utah Law, a lien in favor of the Master Association pursuant to this Master Declaration for any unpaid Assessments, is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances (other than first Mortgages) Recorded before recordation of this Master

Declaration; (2) a first Mortgage on the Lot Recorded before the date on which the Assessment sought to be enforced became delinquent, except that the Master Association's lien is prior to such first Mortgage to the extent and in the amount of the Common Assessments for Common Expenses based on the periodic budget adopted by the Master Association which would have become due, in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce the lien; and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. This provision does not affect the priority of a lien for other Assessments made by the Association.

(b) **Recording of Lien.** Recording of the Master Declaration constitutes record notice and perfection of the Master Association's Lien. Further recording of a claim of lien for Assessment under this provision is not required.

(c) **Limitation of Lien/Effect of Bankruptcy.** A lien for unpaid Assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the Assessment becomes due, except that if an Owner of a Lot subject to a lien files a petition for relief under the United States Bankruptcy Code ("**Bankruptcy Code**"), the time period for instituting proceedings to enforce the Master Association's lien shall be tolled until the later of the time period allowed hereunder or thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

12.2.3. Foreclosure Sale. The Master Association may exercise any non-judicial remedy available under Utah law to foreclose the lien, including exercising a private power of sale. A sale to foreclose a Master Association lien may be conducted in the same manner, prescribed by Utah law, as foreclosures of deeds of trust. The Master Association, through duly authorized agents, may bid on the Lot at foreclosure sale, and acquire and hold, lease, encumber and convey the same. Upon completion of the foreclosure sale, the Master Association or the purchaser at the sale may file suit to secure occupancy of the defaulting Owner's Lot, and the defaulting Owner shall be required to pay the reasonable rental value of the Lot (and any Improvements thereon) during any period of continued occupancy by the defaulting Owner or any Persons claiming under the defaulting Owner. Unless otherwise provided by Utah law, there is no right of redemption by the former Owner after the non-judicial foreclosure sale is completed by the Master Association.

12.2.4. Cumulative Remedies. All remedies the Master Association has available in connection with collection of delinquent Assessments are cumulative and not exclusive. A suit to recover a money judgment against an Owner may be maintained without foreclosing or waiving the Master Association's lien and right to foreclose the lien.

12.2.5. Assessments After Foreclosure. After a Mortgagee or other Person obtains title to a Lot by judicial foreclosure or by means set forth in a Mortgage, the Lot shall remain subject to the Master Declaration and the payment of all installments of Assessments accruing after the date the Mortgagee or other Person obtains title.

12.2.6. Receivers. In addition to the foreclosure and other remedies granted the Master Association in this Master Declaration, each Owner conveys to the Master Association all of such Owner's right, title and interest in all rents, issues and profits derived from and

appurtenant to such Lot, subject to the right, power and authority of the Master Association to collect and apply such rents, issues and profits to any delinquent Assessments owed by such Owner, reserving to the Owner the right, prior to any default by the Owner in the payment of Assessments, to collect and retain such rents, issues and profits as they become due and payable. Subject to Utah law, as amended, upon any such default the Master Association may, either in person, by agent or by receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness secured by the lien described in this Master Declaration, (a) enter and take possession of the Lot (and all Improvements thereon), (b) in the Master Association's name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and (c) apply the same, less allowable expenses, to any delinquencies of the Owner hereunder, and in such order as the Master Association may determine. The entering upon and taking possession of the Lot (and all Improvements thereon), the collection of rents, issues and profits and the application thereof, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12.3. DISPUTES WITH DECLARANT PARTIES. Any disputes (each, a "***Dispute***") between (a) the Master Association, any Neighborhood Association or any Owners, and (b) the Declarant, any Neighborhood Builder, or any director, officer, partner, shareholder, member, employee, representative, contractor, subcontractor, design professional or agent of the Declarant or any Neighborhood Builder (collectively "***Declarant Parties***") arising under this Master Declaration or relating to the Properties, including disputes regarding latent or patent construction defects, but excluding actions taken by the Master Association against Declarant to collect delinquent Assessments, and disputes solely between Declarant and a Neighborhood Builder involving contracts for purchase and sale of any portion of the Properties, where the amount in controversy is greater than Five Thousand Dollars (\$5,000), shall be subject to the following provisions:

(a) **Notice.** Any Person with a Dispute shall give written notice of the Dispute by personal or mail service as authorized by the Utah Rules of Civil Procedure to the party to whom the Dispute is directed ("***Respondent***") describing the nature of the Dispute and any proposed remedy (the "***Dispute Notice***").

(b) **Right to Inspect and Correct.** Commencing on the date the Dispute Notice is delivered to the Respondent and continuing until the Dispute is resolved, the Respondent and its representatives have the right to (i) meet with the party alleging the Dispute at a reasonable time and place to discuss the Dispute, (ii) enter the Properties to inspect any areas that are subject to the Dispute, and (iii) conduct inspections and testing (including destructive or invasive testing) in a manner deemed appropriate by the Respondent. If Respondent elects to take any corrective action, Respondent and its representatives shall be provided full access to the Properties to take and complete the corrective action. Respondent is not obligated to take any corrective action. Respondent, with the consent of Declarant (whether or not the Respondent also is the Declarant), has the right to select the corrective action Respondent believes is appropriate.

(c) **Mediation.** If the Dispute is not resolved within ninety (90) days after the Respondent receives the Dispute Notice, any party may submit the Dispute to mediation by delivering a request for mediation ("***Mediation Notice***") in the same manner as allowed for delivery of the Dispute Notice. The Dispute shall be mediated pursuant to (i) the American

Arbitration Association (“AAA”) mediation procedures in existence when the Dispute Notice is delivered, as modified by this Section, or (ii) the mediation procedures of any successor to the AAA in existence when the Dispute Notice is delivered, as modified by this Section, or (iii) mediation procedures approved by the parties of any entity offering mediation services that is acceptable to the parties to the Dispute (“Parties”). Except as provided in Section 12.3(d), no Person shall commence litigation regarding a Dispute without complying with this Section 12.3.

(i) **Selection of Mediator.** The mediator shall be selected within sixty (60) days from delivery of the Mediation Notice. The mediator shall be selected by mutual agreement of the Parties. If the parties cannot agree on a mediator, the mediator shall be selected by the entity providing the mediation service. No Person shall serve as a mediator in any Dispute in which the Person has any financial or personal interest in the result of the mediation, except by the written consent of all Parties. Before accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or to prevent a prompt commencement of the mediation process.

(ii) **Position Letter.** Pre-Mediation Conference. No later than sixty (60) days after selection of the mediator, each party to the Dispute shall submit a letter (“Position Statement”) containing (i) a description of the party’s position concerning the issues that need to be resolved, (ii) a detailed description of the defects allegedly at issue, and (iii) a suggested plan of repair, remediation or correction. The mediator may schedule a pre-mediation conference. All Parties shall attend unless otherwise mutually agreed. The mediation shall be commenced within twenty (20) days after submittal of all Position Statements and shall be concluded within fifteen (15) days after the mediation began unless either (a) the mediator extends the mediation period, or (b) the Parties mutually agree to extend the mediation period. The mediation shall be held in the City or another place mutually acceptable to the parties.

(iii) **Conduct of Mediation.** The mediator has discretion to conduct the mediation in the manner in which the mediator believes is most appropriate to achieve the goal of settling the Dispute. The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement. The mediator may also obtain expert advice concerning technical aspects of the Dispute, provided the parties agree to and do assume the expenses of obtaining such advice. The mediator shall not have the authority to impose a settlement on the parties.

(iv) **Application of Utah Rules of Evidence.** The Utah Rules of Evidence shall be applicable to the mediation process. Use and disclosure of statements, evidence and communications offered or made in the course of the mediation shall be governed by these sections, including the sections which preclude use of material in future proceedings and the sections which provide for confidentiality of material.

(v) **Parties Permitted at Mediation.** Persons other than (i) the parties, (ii) the parties’ liability insurers, (iii) Declarant, (iv) attorneys for the parties, (v) the liability insurers, (vi) Declarant and (vii) the mediator, may attend mediation sessions only with the permission of the parties and the consent of the mediator. Declarant has the right to attend the mediation session even if Declarant is not one of the parties.

(vi) **Record**. There shall be no stenographic, video or audio record of the mediation process.

(vii) **Expenses**. Each party shall bear its own attorneys' fees and costs incurred in connection with the mediation. All other expenses of the mediation including the fees charged by the mediator and the cost of any proof or expert advice requested by the mediator shall be shared equally by the parties unless they agree otherwise. This provision does not modify any provision of a contract between Declarant and any Declarant Party requiring indemnification or establishing a different allocation of costs between the Declarant and the Declarant Party.

(d) **Judicial Reference**. If a Dispute remains unresolved after the mediation required by Section 12.3(c) is completed, any of the Parties may file a lawsuit, provided that the Master Association (or the Neighborhood Association with respect to disputes between it and the Neighborhood Builder for such Neighborhood but in no event including Declarant or any other Declarant Party), must obtain the vote or written consent of Owners other than Declarant who represent not less than sixty-seven percent (67%) of the voting power (excluding the voting power of Declarant) of the Master Association (or the Neighborhood Association for disputes between the Neighborhood Association and its Neighborhood Builder excluding Declarant and any other Declarant Party), as the case may be, prior to filing a lawsuit in a Dispute with Declarant or a Declarant Party. All lawsuits regarding Disputes must be resolved by binding arbitration, as modified by this Section 12.3(d). The Parties shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the arbitration proceeding. The Dispute shall be arbitrated pursuant to (i) the American Arbitration Association ("AAA") arbitration procedures in existence when the Dispute Notice is delivered, as modified by this Section, or (ii) the arbitration procedures of any successor to the AAA in existence when the Dispute Notice is delivered, as modified by this Section, or (iii) arbitration procedures approved by the parties of any entity offering mediation services that is acceptable to the parties to the Dispute ("Parties").

(i) **Place**. The proceedings shall be heard in the City.

(ii) **Arbitrators**. The Parties to the arbitration proceeding shall meet to select the arbitrators no later than thirty (30) days after service of the initial complaint on all defendants named in the complaint. The arbitrators shall be selected by mutual agreement of the Parties. No Person shall serve as an arbitrator in any Dispute in which the Person has any financial or personal interest in the result of the arbitration, except by the written consent of all Parties. Before accepting any appointment, the prospective arbitrators shall disclose any circumstances likely to create a presumption of bias or to prevent a prompt commencement of the arbitration process. Any dispute regarding selection of the arbitrators shall be resolved by the court in which the complaint is filed.

(iii) **Commencement and Timing of Proceeding**. The referee shall commence the proceeding at the earliest convenient date and shall conduct the proceeding without undue delay.

(iv) **Record**. A stenographic record of the hearing shall be made which shall remain confidential except as may be necessary for post-hearing motions and any appeals.

(v) **Limit on Remedies/Prohibition on the Award of Punitive Damages**. The arbitrators may not award punitive damages. In addition, as further provided below, the right to punitive damages is waived by the parties. The arbitrators may grant all other legal and equitable remedies and award compensatory damages in the arbitration proceeding.

(vi) **Appeals**. The decision of the referee shall be subject to appeal in the same manner as if the Dispute had been tried by the court.

(vii) **Expenses**. Each Party shall bear its own attorneys' fees and costs incurred in connection with the arbitration proceeding. All other expenses of the arbitration proceeding including the cost of the stenographic record shall be shared equally by the Parties to the arbitration proceeding unless they agree otherwise. This provision does not modify any provision of a contract between Declarant and any Declarant Party requiring indemnification or establishing a different allocation of costs between the Declarant and the Declarant Party.

(e) **Statutes of Limitation**. Nothing in this Section 12.3 shall be considered to toll, stay, reduce or extend any applicable statute of limitations, provided, however, that Declarant, the Declarant Parties, the Master Association, any Neighborhood Association and any Owner may commence a legal action which in the good faith determination of that Person is necessary to preserve that Person's rights under any applicable statute of limitations so long as no further steps in processing the action are taken except those authorized in this Section 12.3.

(f) **Agreement to Dispute Resolution; Waivers of Jury Trial and Award of Punitive Damages**. Declarant, the Master Association and each Owner agree to use the procedures established in this Section 12.3 to resolve all Disputes and waive their rights to resolve Dispute in any other manner. Declarant, the Master Association, each Neighborhood Association and each Owner acknowledge that by agreeing to resolve all disputes as provided in this Section 12.3, they are giving up their right to have Disputes tried before a jury and waiving their rights to an award of punitive damages.

ARTICLE XIII DISCLOSURES

Because much of the information included in this Article has been obtained from other sources (e.g., governmental and other public agencies and public records) and because much of the information is subject to change for reasons beyond the control of Declarant, the Neighborhood Builders and the Master Association, the Declarant, the Neighborhood Builders and the Master Association do not guarantee the accuracy or completeness of any of the information disclosed in this Article. Further, neither Declarant nor any Neighborhood Builder nor the Master Association undertakes any obligation to advise Owners or prospective purchasers of any changes affecting the disclosures in this Article. All persons should make specific inquiries or investigations on their own to determine the current status of the following information.

13.1. NO REPRESENTATIONS OR WARRANTIES. No representations or warranties of any kind, express or implied, have been given or made by Declarant, the Neighborhood Builders, the Master Association or their agents or employees in connection with the Properties, its physical condition, zoning, compliance with laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation as a master planned community, except (i) as specifically and expressly set forth in this Master Declaration, and (ii) as expressly agreed in writing between the parties to the contrary.

13.2. OFFERS OF DEDICATION. Certain areas of the Master Association Property are or will be subject to irrevocable offers of dedication as shown on the recorded plats for the Properties. The Local Governmental Agency may accept an offer of dedication and assume responsibility for these portions of the Master Association Property at any time.

13.3. NONLIABILITY. Each Owner acknowledges and agrees that neither the Declarant nor any Neighborhood Builder nor the Master Association shall be liable or responsible for any damage to Improvements that have been constructed or modified by another Owner or that is the result of Improvements that have been constructed or modified by another Owner. Improvements may not be installed, constructed or modified without the assistance of qualified consultants.

13.4. INTRANET. Declarant may establish a community-wide intranet network for the Properties (the "Intranet"). If established, the Intranet will most likely be developed, hosted, maintained, serviced and updated by a provider pursuant to a contract to be entered into between the Master Association and (directly or indirectly) such provider. The Declarant, its affiliates and related parties may have an ownership interest of any kind in the provider. It is the intent as of the date of recordation of this Master Declaration that, if established, such Intranet shall provide "peer to peer" connectivity among Owners and Owners and occupants of the Properties with appropriate firewall protections between commercial users and residents of the Properties. If established, users of the Intranet may have access to, and be able to engage in commercial transactions with merchants or others who are participating in such Intranet through a local area network without having to access the Internet. Costs incurred by the Master Association in developing, maintaining and operating the Intranet will most likely be included in the Assessments payable to the Master Association by each Owner. If such costs are included, each Owner will be responsible for paying his or her portion of Assessments attributable to the Intranet regardless of whether such Owner intends to or actually uses or derives any significant benefit or consideration from the services offered by such Intranet. The development and establishment of the Intranet will be dependent on installation and integration of sophisticated Telecommunications Facilities, and accordingly, no representations or warranties are made in this Master Declaration by the Declarant or the Master Association regarding the actual network that may ultimately be established for the Properties.

13.5. NATURE OF THE COMMUNITY. The Properties are a planned unit development and master planned community being developed in accordance with rights granted to Declarant by the Preliminary Approval, the Final Plat, and/or any other entitlements received by Declarant. The community is planned to be composed of single family, detached residences but otherwise with a variety of sizes, exteriors and designs to the extent provided in or allowed

under this Master Declaration. All of these properties will be encumbered by the Master Declaration and managed by the Master Association. The Declarant, in its sole discretion, will determine whether any of the Annexable Territory is annexed to the real property encumbered by the Master Declaration and which part of the Annexable Territory, if any, is developed separately.

Completion of the Properties will take many years. Buyer preferences, economic conditions and government approvals can change. Accordingly, Declarant cannot guarantee that the Properties will be completed in the form originally proposed or in accordance with any interim modifications of the original planning concept. Declarant gives no assurance that any area presently planned for a particular housing type or use will actually be developed with that housing type or use or in accordance with any planned time schedule. Declarant has the right to build different housing types and different uses in connection with exercising Declarant's rights granted in the Preliminary Approval, the Final Plat, the City ordinances and/or this Declaration, all of which can be amended but only with Declarant's consent and approval of the City.

The form, nature and extent of all future development of both private and public facilities within the Properties is subject to regulation by all applicable government agencies, which may or may not exercise their authority in accordance with the desires of Declarant and which are, in any case, not within the control of the Declarant. Accordingly, all plans, models, displays and other materials are illustrative only and do not constitute a representation on the part of Declarant that any particular improvements will, in fact, be built or, if built, that such Improvements will be of the type and in the location shown in any plans, models, displays and other materials.

Declarant only intends to sell to Neighborhood Builders and buyers who (a) support construction and development of the Properties, (b) understand that Declarant has the right to make changes to any plans for the Properties or the Annexable Territory without the consent of the Neighborhood Builders, Owners and buyers, (c) understand that Declarant has the right to exercise all rights granted under the Preliminary Approval and/or the Final Plat, in Declarant's sole discretion, and (d) agree that Declarant has relied on their representation to Declarant that they understand and agree to everything listed in this sentence. Owners and Neighborhood Builders agree that they will support and not oppose (a) future applications for government approvals or future development of the Properties, which are consistent with Declarant's plan, as modified from time to time, and (b) future exercise of Declarant's rights granted under this Declaration and/or from any other source.

13.6. MASTER ASSOCIATION BUDGETS. Initial Master Association budgets are prepared by an independent professional and are based on information available at the date of preparation. Budgets will change from time to time due to changing maintenance requirements, geographic impacts that are not anticipated when the budgets were prepared, the demand by Owners for different, higher, or enhanced services or standards of maintenance and/or unforeseen or unanticipated circumstances. In addition, actual maintenance costs may vary from the costs allocated in the Declarant's Budget; therefore, there is no representation that the initial budgets reflect actual costs of operating the Master Association.

**ARTICLE XIV
GENERAL PROVISIONS**

Communities are dynamic and constantly evolving as circumstances, technology, needs, desires and laws change, and as the surrounding area changes. The Properties and the Governing Documents must be able to adapt to these changes while protecting the things that make the Properties unique. This Article includes provisions that will allow the Properties to adapt to different changes.

14.1. TERM. This Master Declaration continues in full force unless a Declaration of Termination satisfying the requirements of an amendment to the Master Declaration as set forth in Section 14.2 is Recorded.

14.2. TERMINATION AND AMENDMENT. Notice of the subject matter of a proposed amendment to, or termination of, this Master Declaration in reasonably detailed form shall be included in the notice of any meeting or election of the Master Association at which a proposed amendment or termination is to be considered.

14.2.1. Neighborhood Representative Approval. All amendments except those listed in Section 14.2.2 can be adopted by Neighborhood Representatives holding at least a majority of the voting power of the Master Association.

14.2.2. Member Approval. Any amendment terminating this Master Declaration or the Master Association, and any amendment that, by law, cannot be adopted with the approval of the Neighborhood Representatives, must be approved by the Members.

14.2.3. Mortgagee Approval. In addition to the required notice and consent of Members and Declarant, the Beneficiaries of fifty-one percent (51%) of the first Mortgages who have requested the Master Association to notify them of proposed action requiring the consent of a specified percentage of first Mortgagees must approve the following amendments to the Governing Documents.

(a) Any amendment which affects or purports to affect the validity or priority of Mortgages or the rights or protection granted to Beneficiaries, insurers and guarantors of first Mortgages in this Master Declaration.

(b) Any amendment which would require a Mortgagee after it has acquired a Lot through foreclosure to pay more than its proportionate share of any unpaid Assessment accruing before such foreclosure.

(c) Any amendment which would or could result in a Mortgage being canceled by forfeiture or in a Lot not being separately assessed for tax purposes.

(d) Any amendment relating to the insurance provisions as set out in Article X, or to the application of insurance proceeds as set out in Article IX, or to the disposition of any money received in any taking under condemnation proceedings.

(e) Any amendment which would or could result in partition or subdivision of a Lot in any manner inconsistent with this Master Declaration.

(f) Any amendment which would subject any Owner to a right of first refusal or other such restriction if such Lot is proposed to be sold, transferred or otherwise conveyed.

(g) Any amendment concerning:

(i) Reductions in reserves for maintenance, repair and replacement of the Master Association Property;

(ii) Redefinition of boundaries of any Lot;

(iii) Reallocation of interests in the Master Association Property or right to its use;

(iv) Convertibility of Master Association Property into Lots or Lots or into Master Association Property;

(v) Contraction of the Properties or deannexation of real property from the Properties;

(vi) Restoration or repair of the Properties (after damage or partial condemnation) in a manner other than that specified in this Master Declaration;

14.2.4. Termination.

No termination of this Master Declaration is effective unless it is also approved in advance either by (a) fifty-one percent (51%) of the Beneficiaries of the first Mortgages on all of the Lots in the Properties who have submitted a written request to the Master Association that they be notified of proposed actions requiring the consent of a specified percentage of such Beneficiaries (if termination is proposed due to substantial destruction or condemnation of the Properties) or (b) sixty-seven percent (67%) of such Beneficiaries (if termination is for reasons other than such substantial destruction or condemnation).

14.2.5. Notice to Mortgagees.

Each Mortgagee of a first Mortgage which is sent written notice of a proposed amendment or termination of this Master Declaration by certified or registered mail with a return receipt requested shall be deemed to have approved the amendment or termination if the Mortgagee fails to submit a response to the notice within thirty (30) days after the date of the mailing receipt.

14.2.6. Certification of Amendments. A copy of each amendment (excluding those amendments made pursuant to Section 14.2.7 and Section 14.2.8) shall be signed by at least two (2) Master Association officers. The amendment will be effective when a Certificate of Amendment is Recorded. The Certificate, signed and sworn to by at least two (2) officers of the

Master Association that the requisite number of Owners or Neighborhood Representatives have either voted for or consented in writing to any termination or amendment adopted as provided above, when Recorded, is conclusive evidence of that fact. The Master Association shall keep in its files the record of all such votes or written consents for at least four years. The certificate of any termination or amendment which requires the written consent of any of the Beneficiaries of first Mortgages must include a certification that the requisite approval of such first Mortgagees has been obtained. The certificate of any termination or amendment which requires the written consent of Declarant or is subject to Declarant's veto right must include Declarant's signature.

14.2.7. Amendment Before First Close of Escrow.

Notwithstanding any other provisions of this Section 14.2, at any time prior to the first Close of Escrow for a Lot or House in the Residential Area, Declarant may amend or terminate all or a portion of this Master Declaration by Recording a written instrument which effects the amendment or termination and is signed and acknowledged by Declarant alone.

14.2.8. Other Amendments. Notwithstanding any other provisions of this Section 14.2, Declarant (for so long as Declarant or a Neighborhood Builder owns any portion of the Properties or the Annexable Territory) may unilaterally amend all or a portion of this Master Declaration by Recording a written instrument signed by Declarant in order to (i) conform this Master Declaration to applicable law, (ii) conform this Master Declaration to the guidelines or requirements of VA, FHA, FNMA, GNMA, FHLMC or the City, (iii) change any exhibit to this Master Declaration or portion of an exhibit depicting property that is not part of a Phase for which assessments have commenced,

14.2.9. Amendment by the Board. Notwithstanding any other provisions of this Section 14.2, the Board may amend this Master Declaration by Recording a written instrument signed by two officers of the Master Association certifying that the Board approved the amendment in order to (i) conform this Master Declaration to applicable law, (ii) correct typographical errors, and (iii) change any exhibit to this Master Declaration or portion of an exhibit to conform to as-built conditions. So long as Declarant or a Neighborhood Builder owns any portion of the Properties or the Annexable Territory, the Board must obtain Declarant's consent to any amendment the Board approves pursuant to this Section.

14.3. NO PUBLIC RIGHT OR DEDICATION. Nothing in this Master Declaration constitutes a gift or dedication of all or any part of the Properties to the public, or for any public use.

14.4. CONSTRUCTIVE NOTICE AND ACCEPTANCE. Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Properties does consent and agree, and shall be conclusively deemed to have consented and agreed, to every limitation, restriction, easement, reservation, condition and covenant contained in this Master Declaration, whether or not any reference to the Governing Documents is contained in the instrument by which such Person acquired an interest in the Properties.

14.5. NOTICES. Except as otherwise provided in this Master Declaration, notice to be given to an Owner must be in writing and may be delivered to the Owner or Mortgagee

personally or by any system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means. Delivery of such notice to one or more co-owners of a Lot, to any general partner of a partnership or to a member of a limited liability company, constitutes delivery to all co-owners, the partnership or the limited liability company. Delivery of such notice to any officer or agent for the service of process on a corporation constitutes delivery to the corporation. Alternatively, notice may be delivered by regular United States mail, postage prepaid, addressed to the Owner or Mortgagee at the most recent address furnished by such Owner or Mortgagee to the Master Association. If an Owner does not furnish an address, notice may be sent to the street address of an Owner's Lot. Such notice is deemed delivered three (3) business days after the time of such mailing, except for notice of a meeting of Members or of the Board, in which case the notice provisions of the Bylaws control. Any notice to be given to the Master Association may be delivered personally to any member of the Board, or sent by United States mail, postage prepaid, addressed to the Master Association at such address fixed and circulated to all Owners or sent by any system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means to such address or telephone number as the Board may establish.

14.6. ADDITIONAL PROVISIONS. Notwithstanding the provisions contained in the Governing Documents, there may be provisions of various laws, including the federal Fair Housing Act codified at Title 42 United States Code, Sections 3601 et seq., which may supplement or override the Governing Documents. Declarant and the Neighborhood Builders make no representations or warranties regarding the enforceability of any portion of the Governing Documents.

14.7. MERGERS OR CONSOLIDATIONS. Upon a merger or consolidation of the Master Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Master Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by the Governing Documents, together with the covenants and restrictions established upon any other property, as one (1) plan.

ARTICLE XV LAND CLASSIFICATIONS

The Properties are composed of many different types of properties. This Article describes the different classifications of land in the Properties. These classifications are used to establish use restrictions and various rights and obligations of the Owners of the different types of property in the Properties.

The Properties, including each portion of the Annexed Territory described in a Supplemental Declaration, shall be assigned to one or more of the following land classifications: Residential Area, Master Association Property, Common Area, Special Benefit Areas and Neighborhoods. The Declarant has the right to create other area designations in Supplemental Declarations.

**ARTICLE XVI
ANNEXATION OF ADDITIONAL PROPERTY**

Because the Properties may eventually be composed of many different properties, the Declarant has reserved the right to annex additional property to the property subject to this Master Declaration. The Master Association is also given the power to add additional property to the property subject to this Master Declaration.

Additional real property may be annexed to the Properties and such additional real property may become subject to this Master Declaration by any of the following methods:

16.1. ANNEXATIONS. Declarant and Neighborhood Builders may, but shall not be required to add to the Properties all or any portion of the Annexable Territory by Recording a Supplemental Declaration encumbering the portion of the Annexable Territory annexed thereby (“Annexed Territory”). Annexable Territory may be added to the Properties pursuant to Sections and 16.4.2 without the approval of the Owners, Neighborhood Representatives, or the Board or the Master Association. All real property that is annexed to the Properties must be within the corporate limits of the City and adjacent to the Project.

16.2. SUPPLEMENTAL DECLARATION CONTENT. Each Supplemental Declaration annexing real property to the Properties shall contain at least the following provisions:

16.2.1. Master Declaration Reference. A reference to this Master Declaration, which reference shall state the date of Recordation hereof and its Instrument number and relevant Recording data.

16.2.2. Extension of Comprehensive Plan. A statement that the provisions of this Master Declaration shall apply to the Annexed Territory.

16.2.3. Description/Phases of Development. A description of the Annexed Territory, including any Master Association Property. A Supplemental Declaration may cover one (1) or more Phases, as designated in such Supplemental Declaration.

16.2.4. Land Classifications. The land classifications of the Annexed Territory as required by Article XV. The Supplemental Declaration may create new land classifications, areas of the Master Association Property reserved for the exclusive use of Owners, or areas of individually owned Lots to be maintained by the Master Association.

16.2.5. Special Benefit Areas. The Supplemental Declaration covering a Lot subject to a Special Benefit Area Assessment Component shall: (i) identify the Special Benefit Area, if existing, or describe the Special Benefit Area if proposed; (ii) identify the Lots covered by the Supplemental Declaration which are entitled to use the facilities of the Special Benefit Area or which are obligated to bear the exclusive or disproportionate maintenance of such Special Benefit Area and which shall be obligated to pay the Special Benefit Area Assessment Component attributable to such Special Benefit Area; and specify the Common Expenses

comprising the Special Benefit Area Assessment Component attributable to such Special Benefit Area.

16.3. APPROVAL OF ANNEXATIONS. Each Supplemental Declaration shall be signed by Declarant and by each Record owner of the Annexed Territory. For any annexation of property outside of the Annexable Territory, each Supplemental Declaration must be signed by the Record owner of the Annexed Territory and by an officer of the Master Association, certifying that the approval of the requisite percentage of Neighborhood Representatives (as applicable) has been obtained.

16.4. DEANNEXATION AND AMENDMENT.

16.4.1. By Declarant. Declarant, with the consent of the City Planning Commission, may amend a Supplemental Declaration or delete all or a portion of a Phase from coverage of this Master Declaration and the jurisdiction of the Master Association, so long as Declarant is the Owner of all of such Phase. Declarant may also unilaterally delete any portion of the Annexable Territory from the Annexable Territory by Recording a Notice of Deletion.

16.4.2. By Neighborhood Builder. A Neighborhood Builder may amend a Supplemental Declaration so long as (a) such Neighborhood Builder or Declarant and such Neighborhood Builder together are the Owners of all of such Phase, and (b) Declarant or the Board (after turnover) has consented in writing to such amendment by executing the appropriate amendment to the Supplemental Declaration.

16.5. OTHER ADDITIONS. Unless covered by the authority in Sections 16.4.1 and 16.4.2, additional real property may be annexed to the Properties and brought within the general plan of this Master Declaration upon the approval by Neighborhood Representatives representing at least two-thirds (2/3) of the voting power of the Master Association.

16.6. RIGHTS OF ANNEXED TERRITORY MEMBERS. Upon the Recording of a Supplemental Declaration containing the provisions as set forth in this Section, all provisions contained in this Master Declaration will apply to the Annexed Territory in the same manner as if it were originally covered by this Master Declaration, subject to the provisions of the applicable Supplemental Declaration. Thereafter, the rights, powers and responsibilities of the parties to this Master Declaration with respect to the Annexed Territory will be the same as with respect to the property originally covered.

ARTICLE XVII

DECLARANT AND NEIGHBORHOOD BUILDER RIGHTS AND EXEMPTIONS

Declarant reserves various rights in this Article to facilitate the smooth, orderly development of the Properties and to accommodate changes in the development plan that inevitably occur as a community the size of the Properties grows and matures.

17.1. INTEREST OF DECLARANT. First Subdivision is a portion of a considerable amount of land which Declarant intends to develop into a master planned community. Declarant, in cooperation with the City, has created a comprehensive plan for the development of the

Properties which includes modern master-planning objectives which have been formulated for the common good within the community. Declarant, the Neighborhood Builders, or their successors and assigns intend, but are not obligated, to construct Residences and develop all of the Lots in the Properties. The completion of that work and sale, resale, rental and other disposal of Lots is essential to the establishment and welfare of the Properties as a quality master planned community. Each Owner of a Lot which is part of the Properties acknowledges that Declarant has a substantial interest in assuring compliance with, and enforcement of, the covenants, conditions, restrictions and reservations contained in this Master Declaration and any Supplemental Declarations. This Article supersedes and controls over all other provisions of the Governing Documents as applied to Declarant and the Neighborhood Builders. Declarant reserves the right to approve or deny any Neighborhood Declaration, prior to its Recording.

17.2. RIGHTS. Declarant shall have the following rights. Neighborhood Builders shall have some of the following rights as expressly designated below. Nothing in the Governing Documents limits and no Owner or the Master Association will interfere with Declarant's or any Neighborhood Builder's exercise of these rights. However, the rights are subject to compliance with state and Local Ordinances and standards unless specifically amended by the Preliminary Approval, this Declaration and the Final Plat.

17.2.1. Subdivision. To subdivide and resubdivide any portion of the Properties and the Annexable Territory. This right of subdivision and resubdivision may be exercised by a Neighborhood Builder only with Declarant's prior written consent that may be given or withheld in Declarant's sole discretion.

17.2.2. Sales. To sell, resell, rent or re-rent any portion of the Properties and the Annexable Territory.

17.2.3. Development. To complete excavation, grading, construction of Improvements and other development activities on the Properties and the Annexable Territory.

17.2.4. Construction. Subject to approval of any applicable governmental agency, to alter construction plans and designs, to modify Improvements and to construct such additional Improvements as Declarant or a Neighborhood Builder (subject to Declarant's prior written approval that may be given or withheld in Declarant's sole discretion) deems advisable.

17.2.5. Signs. To erect, construct and maintain on the Properties such structures, signs and displays reasonably necessary for the conduct of the business of completing the work and disposing of the Properties and the Annexable Territory.

17.2.6. Creating Additional Easements. At any time prior to acquisition of title to a Lot or House by a purchaser from Declarant or a Neighborhood Builder, to establish on that Lot, additional licenses, easements, reservations and rights-of-way to itself, to utility companies, or to others as reasonably necessary to the proper development and disposal of the Properties and the Annexable Territory.

17.2.7. Sales and Leasing. To use the Master Association Property for access to the sales and leasing facilities of Declarant and Neighborhood Builders by prospective purchasers, sales agents, Declarant and Neighborhood Builders.

17.2.8. Models and Offices. To use any structures or trailers/ mobile homes owned or leased by Declarant or Neighborhood Builders (with Declarant's prior written consent that may be given or withheld in its sole discretion) in the Properties as model home complexes, real estate sales or leasing offices.

17.2.9. Modifications. To modify Declarant's development plan or the Neighborhood Builders' development plan(s) (but only with Declarant's prior written consent that may be given or withheld in Declarant's sole discretion), without the consent of the Owners, for the Properties, the Annexable Territory, or any portion thereof, including designating and redesignating Phases of Development and constructing Residences of larger or smaller sizes, values or of different types.

17.3. EXEMPTION. Declarant and the Neighborhood Builders are exempt from all of the restrictions contained in Article II.

17.4. EXEMPTION FROM DESIGN RESTRICTIONS. Declarant and any Person Declarant expressly designates and excludes in a Supplemental Declaration is not subject to Aesthetic Review Committee approval with respect to their construction or development activities. Declarant's approval rights in the preceding sentence are in addition to any other rights of Declarant under other written agreements between Declarant and Neighborhood Builders. Declarant may exclude portions of the Properties from jurisdiction of the Aesthetic Review Committee by Supplemental Declaration. Declarant may establish an additional architectural review committee for any area exempted from the jurisdiction of the Aesthetic Review Committee.

17.5. ASSIGNMENT OF RIGHTS. All or any portion of the rights of Declarant or a Neighborhood Builder in the Governing Documents may be assigned by Declarant or such Neighborhood Builder (with Declarant's prior written consent that may be given or withheld in its sole discretion), to any successor in interest to any portion of Declarant's or Neighborhood Builder's interest in any portion of the Properties or the Annexable Territory (including to any Neighborhood Builder) by an express written assignment which specifies the rights of Declarant or such Neighborhood Builder so assigned.

17.6. EASEMENT RELOCATION. Master Association Property easements over real property the fee title to which has not been made subject to the Master Declaration ("Interim Easement Area") may be relocated, modified or terminated by Declarant to accommodate the final plan of development for the future Phase in which the Interim Easement Area is located. Such relocation, modification or termination shall be set forth in the Recorded instrument annexing fee title to the Interim Easement Area to the Master Declaration. No such relocation, modification or termination shall prevent access to any Lot. Public utility easements may not be altered or relocated without the consent of the utility company that uses the easement.

17.7. DECLARANT’S REPRESENTATIVE. The Master Association shall give Declarant all notices and other documents to which a Mortgagee is entitled pursuant to this Master Declaration. Commencing on the date on which Declarant no longer has an elected or appointed representative on the Board, and continuing until the date on which Declarant no longer owns a Lot or House in the Properties or any portion of the Annexable Territory, the Master Association shall give Declarant written notice of all meetings of the Board as if Declarant were an Owner and Declarant shall be entitled to have a representative present at all such Board meetings (“Declarant’s Representative”). The Declarant’s Representative shall be present in an advisory capacity only and shall not be a Board member or have any right to vote on matters coming before the Board.

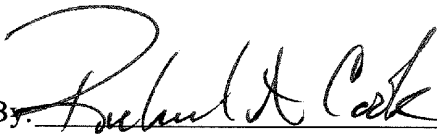
17.8. This Section purposely omitted.

17.9. RELATIONSHIP TO OTHER RESTRICTIONS. If any portion of the Governing Documents conflicts with any provision of this Article, the provision of this Article shall control. Supplemental Declarations may add to the rights and exemptions created in this Article, but may not limit the rights and exemptions created in this Article.

This Master Declaration is dated for identification purposes January 5, 2017 (the **“Effective Date”**).

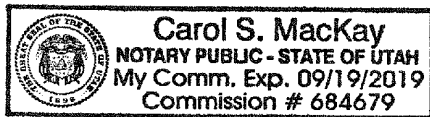
“Declarant”

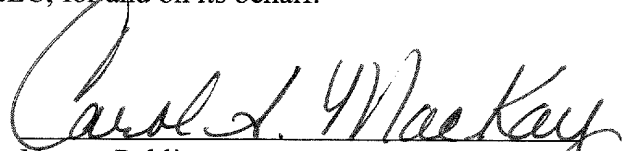
GIVERNY, LLC, a Utah limited liability company

By: 
 Print Name: Richard A. Cook
 Title: Manager

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

The foregoing instrument was acknowledged before me this 4th day of January, 2017, by Richard A. Cook, the Manager of GIVERNY, LLC, for and on its behalf.




 Notary Public

My Commission Expires:
9-19-19

Residing at
Bountiful, Ut

EXHIBIT A

**DESCRIPTION OR DEPICTION
OF ANNEXABLE TERRITORY**

Beginning at a point which is South 1779.72 feet, East 151.38 feet, North 32 deg. East 85.0 feet, North 19 deg. East 135.0 feet, and North 65 deg. West 190.315 feet, from the West quarter corner of Section 1, Township 3 South, Range 1 East, Salt Lake Base and Meridian, thence North 4 deg. 23'55" East 188.859 feet; thence North 85 deg. 36'05" West 131.5 feet; thence South 4 deg. 23'55" West 165.167 feet; thence South 81 deg. 34' East 84.50 feet; thence South 65 deg. East 50.435 feet to the point of beginning.

Less and excepting any portion lying within Big Rock Estates Subdivision as recorded in the Salt Lake County Recorder' office.

Less and excepting any portion previously conveyed to Giverny, LLC and/or the Giverny Master Association, Inc.

Tax Parcel No. 28-01-351-002.

EXHIBIT B
ARTICLES OF INCORPORATION
OF THE MASTER ASSOCIATION

EXHIBIT C
BYLAWS OF THE MASTER ASSOCIATION

4

**BYLAWS
OF
GIVERNY MASTER ASSOCIATION, INC.**

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FOR THE
BYLAWS OF

GIVERNY MASTER ASSOCIATION, INC.

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**AMENDED AND RESTATED BYLAWS
OF
GIVERNY MASTER ASSOCIATION, INC.**

**ARTICLE I
GENERAL PLAN**

Giverny Master Association, Inc. is the homeowners association formed to manage and maintain the Master Association Property, enforce the Governing Documents and impose architectural control in the Properties. Each owner of a Lot in the Properties will become a Member of the Master Association. The Board of Directors of the Master Association oversees its operations. Day to day activities are performed by the community manager, under the supervision and acting on behalf of the Master Association Board. Specific day-to-day responsibilities may also be assigned to the Master Association officers.

To encourage the community to be involved in the operation of the Master Association, the Declarant has divided the Properties into Neighborhoods and created a system whereby each Neighborhood elects a Neighborhood Representative. The Neighborhood Representative will be responsible for keeping Neighborhood residents informed of Master Association activities, voting on certain issues and performing other duties described in Article IV of these Bylaws.

For significant matters, decisions can only be made by a vote of the Members. Rules regarding Members' decisions are in Article V of these Bylaws.

Responsibility for design review is delegated to the Aesthetics Review Committee. The Aesthetics Review Committee is responsible for reviewing plans for proposed architectural and landscaping modifications. Rules regarding operation of the Aesthetics Review Committee are in the Master Declaration, these Bylaws and the Design Guidelines.

The Board also has the power to appoint a Nominating Committee. The Nominating Committee can assist the Board in its search for volunteers to serve as Board members or Neighborhood Representatives. The Nominating Committee is described in Section 2.14.2 of these Bylaws. The Board of Directors has the power to appoint other committees to assist in various aspects of operation of the Master Association.

Below is a chart showing the relationship of these different parties.

BOARD OF DIRECTORS
Oversees All Operations

<i>Officers</i>	<i>Committees</i>	<i>Neighborhood Representatives</i>	<i>Members</i>
President Vice President Secretary Chief Financial Officer <ul style="list-style-type: none"> • <i>Assigned broad duties</i> 	Aesthetics Review Committee Nominating Committee <ul style="list-style-type: none"> • <i>Have jurisdiction over specific matters</i> 	<ul style="list-style-type: none"> • <i>Responsible for communications with Members and voting on certain issues</i> 	<ul style="list-style-type: none"> • <i>Receive benefits of Membership</i> • <i>Encouraged to participate and are responsible for complying with the Governing Documents</i> • <i>Vote on select issues</i>

These Bylaws establish the procedures to be followed by the Master Association Board, the community manager, the Master Association officers, committees, Neighborhood Representatives and Members as they operate the Master Association.

1.1. NAME. The name of the corporation is “Giverny Master Association, Inc.”, a Utah nonprofit corporation. The principal office of the Master Association shall be located in Salt Lake County, Utah.

1.2. DEFINITIONS AND INTERPRETATION. Unless otherwise provided in these Bylaws, the capitalized terms in these Bylaws have the same meanings as are given to such terms in the Master Declaration, as may be amended from time to time. These Bylaws shall be interpreted in accordance with Section 1.70 of the Master Declaration. All references in the Bylaws to the “Act” are to the Utah Revised Nonprofit Corporation Act.

1.3. MASTER ASSOCIATION RESPONSIBILITIES. In accordance with the Master Declaration, the Master Association is responsible for the following:

- ✓ Administering the Properties,
- ✓ Maintaining the Master Association Property,
- ✓ Approving the Budget,
- ✓ Establishing and collecting all assessments authorized under the Master Declaration,
- ✓ Providing overall architectural and landscaping control in the Properties, and
- ✓ Enforcing the Governing Documents.

1.4. APPLICATION. These Bylaws are applicable to the phased master planned community known as Giverny, located in Cottonwood Heights City, Utah. All Persons occupying a Residence in the Properties or using the facilities of the Properties in any manner are subject to the Governing Documents. By acquiring, renting or occupying any Residence in the Properties the Person doing so signifies that the Person agrees to comply with the Governing Documents.

Generally, the Board of Directors is responsible for overseeing the operations of the Master Association and making most of the decisions regarding Master Association operations. However, in some situations, Master Association decisions can only be made by the Members or the Neighborhood Representatives. Each of the following articles describes these various responsibilities. Article II describes how the Board of Directors operates. Article III describes the duties and responsibilities of the Master Association officers. Article IV describes how the Neighborhood Representatives make decisions. Article V describes the process used to obtain Member decisions on issues.

1.5. LIMITS. The Master Association is organized and shall be operated in accordance with the Articles, these Bylaws and the Master Declaration.

1.5.1. **Organization and Activity.** The Master Association is a Utah nonprofit corporation, created for the purposes, charged with the duties, and invested with the powers prescribed by law or set forth in the Governing Documents. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with the Master Declaration. Nothing in the Governing Documents shall prevent the creation, by provision therefor in Neighborhood Declarations executed and recorded by Declarant or by Neighborhood Builders with the written consent of Declarant, of Neighborhood Associations to own, assess, regulate, operate, maintain or manage the portions of the Properties which may be subject to such Neighborhood Declarations or to own or control portions thereof for the common use or benefit of Owners in that portion of the Properties subject to such Neighborhood Declarations. The Master Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of the Master Association.

1.5.2. **Political Activities.** The Master Association shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of or in opposition to any candidate for political office or any proposed legislation. This provision shall not be interpreted as prohibiting any individual member of the Master Association from participating in any political campaign or political issue.

1.5.3. **Assets and Property.** No part of the earnings of the Master Association shall ever inure to the benefit of any director, trustee, officer, shareholder or member of the Master Association or to the benefit of any private individual.

1.5.4. **Not for Profit.** The Master Association is not organized, and shall not be operated, for pecuniary gain or profit.

1.5.5. **Dissolution.** On the winding up and dissolution of the Master Association, after paying or adequately providing for its debts and obligations, and after selling or otherwise conveying the Common Areas, any funds remaining in the Master Association shall be distributed to the Member on a pro rata basis consistent with the Members' Assessment obligations, as set forth in the Master Declaration.

1.6. MEMBERSHIP.

1.6.1. **Classes of Membership Voting Rights.** The Membership of the Master Association shall consist of all Owners of any product types, as defined in the Master Declaration, Neighborhood Declaration or Supplemental Declaration. At any meeting of the Master Association, each Owner shall be entitled to cast votes pursuant to the classes of voting memberships set forth herein. The classes of voting memberships shall be as follows:

Class A: Lots in Residential Areas. The Owner of each Lot in a Residential Area improved with a residence or designated for residential use shall be authorized to cast one (1) vote for each Lot owned. .

Class B: The Class B member is Declarant. The Class B Member shall be authorized to cast ten (10) votes for each Lot in Residential Areas that it or its affiliated entities owns.

Notwithstanding the foregoing, the Class B member is entitled to appoint a majority of the Board of Directors, during the Declarant Control Period, as set forth in Sections 2.1.1 and 2.1.2. of these Bylaws. After the Declarant Control Period ceases, the Class B membership shall terminate and Declarant shall have the number of votes attributable to the number of Lots owned.

1.6.2. **Voting of Classes.** As long as there is a Class B membership, any provision of the Governing Documents which expressly requires the vote or written consent of the Master Association's voting power before action may be undertaken (whether exercised by the Neighborhood Representatives or the Members) shall require the approval of the Class B Member. On termination of the Class B membership, any provision of the Governing Documents which requires the vote or written consent of the Master Association's voting power before action may be undertaken (whether exercised by the Neighborhood Representatives or the Members) shall then require the vote or written consent of the Master Association's total voting power.

ARTICLE II BOARD OF DIRECTORS

This Article describes the Board of Directors including the number of people who will serve on the Board, their term of office and how they are elected. This Article also establishes the powers and duties of the Board and limits on the Board's powers.

2.1. NUMBER. Until the first election of Directors, which shall occur at the time set forth in subsection 2.1.2 below, the Master Association's property, business and affairs shall be

governed and managed by a Board of Directors composed of three (3) persons. Beginning with the first election of Directors, the property, business and affairs of the Master Association shall be governed and managed by a Board of Directors composed of five (5) persons. The authorized number of Directors may be changed by a duly adopted amendment to the Bylaws.

2.1.1. **Declarant Control of the Association.** Declarant shall control the Master Association for a period of administrative control as provided in Section 1.22 of the Master Declaration and as referred to as the Declarant Control Period.

2.1.2. **Composition of the Board.** Not later than sixty (60) days after conveyance by Declarant of eighty percent (80%) of the Lots that may be created within the Properties to Owners other than Declarant and Neighborhood Builders, at least one (1) member of the Board and not less than twenty five percent (25%) of the members of the Board must be elected by Owners other than Declarant. Not later than sixty (60) days after conveyance by Declarant of ninety percent (90%) of the Lots that may be created within the Property to Owners other than Declarant and Neighborhood Builders, not less forty percent (40%) of the members of the Board must be elected by Owners other than the Declarant. Upon expiration of the Declarant Control Period set forth in subsection 2.1.1 above, one hundred percent (100%) of the Board shall be elected by Owners.

2.2. QUALIFICATIONS.

For the purposes of this Section 2.2, a "**Member in good standing**" is a Member who does not have any unpaid and past due Assessments and has not had his or her voting privileges suspended for a violation of the Master Association Governing Documents.

2.2.1. **Qualifications for Nomination.** Anyone nominated to serve as a Director must be a natural person at least 18 years old who is one of the following:

(a) An Owner of a Lot in the Residential Area who is a Member in good standing not an officer or director of a Neighborhood Association, or

(b) An agent of Declarant or an agent of a Neighborhood Builder.

(c) An officer, employee, agent or director of a corporate Owner of a Lot, a trustee or designated beneficiary of a trust that owns a Lot, a partner of a partnership that owns a Lot, a member or manager of a limited-liability company that owns a Lot, and a fiduciary of an estate that owns a Lot may be an officer or director of the Master Association. In all events where the person offering to serve as an officer or directors of the Board is not the record owner, he shall file proof in the records of the Master Association that:

(i) He is associated with the corporate owner, trust, partnership, limited-liability company or estate as required by this subsection; and

(ii) Identifies the Lot(s) owned by the corporate owner, trust, partnership, limited-liability company or estate.

2.2.2. **Qualifications for Holding Office.** Directors must satisfy the following requirements while they serve in office:

- (a) Not be absent from three (3) consecutive meetings of the Board;
- (b) Be a Member in good standing or agent of a Member in good standing;
- (c) If the person serving as an officer or director of the Board is doing so pursuant to Subsection 2.2.1(d), then the person must retain a position with the corporate owner, trust, partnership, limited-liability company or estate, throughout the individuals service that satisfies the eligibility requirement.

Any Director who fails to satisfy these requirements is deemed to have resigned effective upon the date of a resolution adopted by the Board confirming that the Director did not satisfy all of the requirements of this Section 2.2.2.

2.3. TERM OF OFFICE. Each Director elected by the Owners (other than Declarant) during the Declarant Control Period shall serve a two (2) year term. Each Director shall hold office until his or her successor has been elected or until his or her removal.

At the first election after the Declarant Control Period terminates, regardless of any time remaining on a Director's term of office, the Owners shall elect all five (5) Directors. In order to establish staggered terms, the term of office of the three (3) Directors receiving the highest number of votes shall be two (2) years and the term of office of the two (2) Directors receiving the next highest number of votes shall be one (1) year. Thereafter, new Directors shall be elected or appointed to fill any vacancies. The term of office of each Director elected to fill a vacancy created by the expiration of the term of office of the respective past Director shall be two (2) years. The term of office of each Director elected or appointed to fill a vacancy created for any other reason shall be the balance of the unserved term of the Director's predecessor. Any Director may be reelected. There is no limit on the number of terms which a Director may serve.

2.4. ELECTIONS. Subject to Section 2.1 of these Bylaws, Directors will be elected by the Neighborhood Representatives at their annual meeting. Prior to the annual meeting, the Nominating Committee will solicit nominations of candidates for the Board positions and generate a Slate of Candidates. The Slate of Candidates will be distributed to the Neighborhood Representatives and to the Members (for information purposes only).

The following is a timeline showing the days for performing various tasks to be completed in connection with the first election of Directors.

↓	↓	↓	↓	↓	↓
<i>50-120 days before annual meeting</i>	<i>after close of nominations</i>	<i>0-70 days before annual meeting</i>	<i>before meeting</i>	<i>0-70 days before meeting</i>	<i>first election of Directors held</i>
<i>close of nominations</i>	<i>slate of candidates generated</i>	<i>record date set for Neighborhood Representatives entitled to receive Notice of Election Meeting</i>	<i>Neighborhood Representatives and Members sent Notice of Meeting and Slate of Candidates</i>	<i>record date for voting set (Section 4.9.6)</i>	<i>within one year after the end of the Declarant Control Period and the first Close of Escrow in the Properties</i>
<i>(Section 2.4.1)</i>	<i>(Section 2.4.1)</i>		<i>(Section 4.9.5)</i>		<i>(Section 4.9.2)</i>
		<i>(Section 4.9.6)</i>			

2.4.1. **Nomination Procedure.** The Nominating Committee, acting at the Board’s direction, will seek volunteers to run for office. The Board may establish nomination procedures and reasonable time frames for receiving nominations in the Community Guidelines. The date set for close of nominations must be not less than fifty (50) nor more than one hundred twenty (120) days before the date of the Directors election (the “**Election Meeting**”). No nominations for the Board can be made after the date set for the close of nominations. A slate of candidates (“**Slate of Candidates**”) must be prepared and distributed to the Neighborhood Representatives and Members based on the nominations that comply with the nomination guidelines established by the Board.

2.4.2. **Cumulative Voting.** Cumulative voting shall not be used in the election of directors.

2.5. **VACANCIES.** Until Declarant’s right to appoint a majority of the Directors terminates, as set forth in subsection 2.1.1 of these Bylaws, a vacancy in the office of a Director who was appointed by the Declarant shall be filled only by an appointee of the Declarant. Any vacancies on the Board caused by any other reason may be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Any vacancy not filled by the Directors may be filled by the Neighborhood Representatives.

A Director may resign at any time by giving written notice to the Master Association through its President, the Secretary or the Board. Any such resignation is effective on the date of receipt of such notice or at any later time specified in the resignation notice. Unless specified in the notice, acceptance of the resignation by the Board is not necessary to make it effective. If a Director’s resignation is effective at a later time, the Board may elect a successor to take office as of the date when the resignation becomes effective.

A vacancy or vacancies on the Board shall exist on the occurrence of the following: (a) the death or resignation of any Director; (b) the declaration by resolution of the Board of a vacancy in the office of a Director who has failed to fulfill the requirements of

Section 2.2.2 of these Bylaws; (c) the increase of the authorized number of Directors; (d) the failure of the Neighborhood Representatives to elect the number of Directors required to be elected at such meeting; (e) a Director is removed in a judicial proceeding, (f) a Director is removed by the vote of the Membership as set forth in Section 2.6 of these Bylaws, or (g) the occurrence of any other events resulting in a vacancy as provided under the Act.

2.6. REMOVAL OF DIRECTORS. Any Director, other than a Director appointed by Declarant, may be removed from the Board of Directors before the expiration of his terms of office, with or without cause, if at a removal election, the number of votes cast in favor of the removal constitutes:

- (a) At least 35 percent of the total number of voting Members of the Master Association; and
- (b) At least a majority of all votes cast in that removal election.

Any Director whose removal has been proposed must be given an opportunity to be heard.

2.7. GENERAL POWERS AND DUTIES. The Board has the powers and duties necessary to conduct, manage and control the Master Association's affairs. All of the Master Association's powers, including those enumerated in Sections 3.2 and 3.3 of the Master Declaration, shall be exercised by its Board of Directors except those powers (i) reserved in specific provisions of the Articles, these Bylaws, the Master Declaration or any Supplemental Declaration, to the Members, Neighborhood Representatives or Aesthetics Review Committee or delegated by the Board pursuant to Section 2.8.8. All powers and duties of the Board shall be exercised in accordance with the standards established in Section 16-6a-822 of the Act.

Board Powers and Duties

Generally the Board can exercise all powers of the Master Association that are not reserved exclusively to the Neighborhood Representatives and/or the Members. The Board is also granted the following specific powers and duties:

- *Select and remove officers, agents and employees*
- *Contract for services and maintenance*
- *Conduct, manage and control the Master Association*
- *Enforce the Governing Documents*
- *Delegate duties*
- *Appoint Neighborhood Representatives or alternates if Neighborhoods fail to elect them*
- *Change principal office, set meeting locations, adopt corporate deal*
- *Fix and levy assessments*
- *Contract and pay for insurance*
- *Adopt the Bylaws*

- | | |
|--|--|
| <ul style="list-style-type: none"> • <i>Grant certain easements or licenses</i> • <i>Keep records of Master Association affairs</i> • <i>Retain a Community Manager</i> | <ul style="list-style-type: none"> • <i>Sell a portion of the Master Association Property (see Section 2.8.12 of these Bylaws)</i> • <i>Enter into agreements</i> • <i>Appoint members of the Aesthetics Review Committee and create a Nominating Committee or other Committees the Board deems appropriate</i> |
|--|--|

2.8. SPECIAL POWERS AND DUTIES. Without limiting the scope of the Board's general powers and duties, the Board is also granted the following powers and duties:

2.8.1. **Officers, Agents and Employees.** The power and duty to select, appoint and remove all Master Association officers, agents and employees, to prescribe such powers and duties for them as may be consistent with law and with the Governing Documents, to fix their compensation if any, to require from them security for faithful service when the Board deems advisable, and to contract to provide them with such indemnification from the Master Association as the Board determines is appropriate.

2.8.2. **Neighborhood Representatives.** The power granted in Section 4.4.2 to appoint Neighborhood Representative or alternates when Members fail to elect them along with the power granted in Section 4.4.2 to remove Neighborhood Representatives or alternates who fail to perform their duties.

2.8.3. **Contracts.** The power to enter into contracts. This includes the power and duty to contract and pay for maintenance, landscaping, utilities, materials, supplies and services relating to the Master Association Property, to retain Persons necessary to operate the Properties, including legal and accounting services, to contract and pay for maintenance and installation of Improvements on the Master Association Property, and to contract to provide services to areas outside of the Properties when the Board determines that the Master Association will be appropriately compensated and providing the services will not unreasonably burden the Master Association. The contracts the Board is authorized to enter into on behalf of the Master Association include agreements for Telecommunications Services, agreements with any nonprofit corporations or Local Governmental Agencies and agreements with the Declarant, Neighborhood Builders, and the Owners regarding funding, maintenance or operation of the Properties.

2.8.4. **Principal Office, Place of Meetings, Seal.** The power but not the duty to change the Master Association's principal office from one location to another within Salt Lake County; to designate any place within Salt Lake County for meetings of Members or Neighborhood Representatives; to adopt and use a corporate seal and to alter the form of such seal.

2.8.5. **Assessments.** The power and duty to fix, levy and collect Assessments, as provided in the Master Declaration. Subject to any limits imposed by the Governing Documents, the Board may incur expenditures for any permitted purpose and accumulate reserves. The funds collected by the Board from the Members for reserves, maintenance recurring less frequently than annually, and capital improvements, is at all times held in trust for the Members. Disbursements from reserve funds may only be made in accordance with the Master Declaration.

2.8.6. **Enforcement.** The power to enforce the Governing Documents and any agreements entered into by the Master Association and to impose sanctions against members for violations of the Governing Documents. Without limiting the foregoing, the Master Association shall have the power to impose liens on property of members of the Master Association for unpaid assessments that are imposed by the Master Association, and to foreclose those liens in accordance with applicable laws of the state of Utah, as amended from time to time.

2.8.7. **Insurance.** The power and duty to contract and pay for insurance in accordance with the Master Declaration.

2.8.8. **Delegation.** The power but not the duty to delegate its powers according to law.

2.8.9. **Governing Documents.** The power to adopt these Bylaws and amend these Bylaws as authorized and limited in Section 6.1 of these Bylaws along with the power to adopt, amend or restate such other Governing Documents as authorized in the Governing Document.

2.8.10. **Conveyances.** The power but not the duty to grant or quitclaim exclusive or nonexclusive easements, licenses or rights of way in, on, or over the Master Association Property for purposes consistent with the intended use of the Properties as a master planned community.

2.8.11. **Records.** The power and duty to keep, or cause to be kept, a complete record of Master Association acts and corporate affairs.

2.8.12. **Sale of Property.** The power but not the duty to sell property of the Master Association; provided, however, that Neighborhood Representatives representing a majority of the voting power in the Master Association must approve any sale during any Fiscal Year of Master Association Property having an aggregate fair market value greater than five percent (5%) of the Master Association's budgeted gross expenses for that Fiscal Year.

2.8.13. **Community Manager.** The power to engage a community manager for the Master Association at a compensation established by the Board to fulfill such duties and provide such services as the Board authorizes.

2.9. BOOKS, AUDIT. The Board shall distribute to all Members (and any Beneficiary, insurer and guarantor of a first Mortgage upon request) the financial and other information required by Sections 16-6a-1601 et. seq. of the Act. When appropriate, financial information for each Special Benefit Area and the General Assessment Component of Common Assessments shall be prepared separately.

2.10. COMPENSATION. Directors may not receive any salary or compensation for their services as Directors unless such compensation is approved by the Neighborhood Representatives representing a majority of the voting power in the Master Association; provided, however, that (i) nothing in these Bylaws precludes any Director from serving the Master Association in some other capacity and receiving compensation therefor, and (ii) any Director may be reimbursed for actual, reasonable expenses incurred in performance of Master Association duties unless the Board expressly prohibits the same.

2.11. MEETINGS.

2.11.1. **Attendance.** Any meeting of the Board may be held by conference telephone or through use of any other communication equipment, so long as the requirements for attendance at a meeting through the selected method established by the Act are met. In these cases, all Directors will be deemed to be present in person at the meeting. After the Declarant Control Period has ended, all meetings of the Board except executive sessions must be open to all Members and Neighborhood Representatives to the extent of space available. Directors may not act by proxy.

2.11.2. **Organization Meeting of Board.** The first regular meeting of a newly elected Board ("**Organization Meeting**") must be held within thirty (30) days of election of the Board, at such place as is fixed and announced by the Directors when such Directors were elected. At the Organization Meeting, the Directors shall organize, elect officers and transact other business.

2.11.3. **Regular Meetings of Board.** Regular meetings may be held at such time and place within or about the Properties as is determined by a resolution adopted by the Board; provided, however, that such meetings must be held no less than once every ninety (90) days, notice of regular meetings of the Board must be given in the manner set forth in Section 2.11.6.

2.11.4. **Special Meetings of Board.** Special meetings of the Board may be called by the President or by any two (2) Directors.

2.11.5. **Executive Sessions.** The Board may convene in executive session to discuss: (a) to and vote upon personnel matters, including any independent contractors, employees or agents of the Master Association; (b) to consult with the attorney for the Master Association on matters relating to proposed or pending litigation, arbitration or other dispute resolution; (c) to discuss and vote on any litigation, arbitration or other dispute resolution; (d) to discuss and vote on matters relating to the formation of contracts with third parties; (e) to discuss and vote on any alleged failure of an Owner to adhere to the Governing Documents and to

determine the appropriate Member discipline for any such violation; and (f) any other matters the Board determines should be kept confidential. The general nature of any business to be considered in executive session must be announced in an open session held before or after the executive session (except during the Declarant Control Period) and must be generally noted in the minutes of a Board meeting. In any matter relating to the discipline of a Member, the Board shall meet in executive session. The Member may attend the executive session.

2.11.6. **Notice of Meetings.**

(a) Regular Notice Procedure. Except in an emergency, the Secretary of the Association must cause, not less than ten (10) days before the date of a meeting of the Board, notice of the meeting to be given to the Owners. Such notice must be:

(i) Sent prepaid by United States mail to the mailing address of each Lot in the Master Association or to any other mailing address designated in writing by the Owner; or

(ii) Published in a newsletter or other similar publication that is circulated to each Owner.

(b) Emergency Notice Procedures. In an emergency, the ten (10) day notice requirement is suspended. The Secretary of the Master Association must cause, if practicable, notice of the meeting to be sent prepaid by United States mail to the mailing address of each Lot in the Master Association, or to any other mailing address designated in writing by the Owner. If delivery of the notice in this manner is impracticable, the notice must be hand-delivered to each Lot, or posted in a prominent place or places within the Common Areas.

(c) Emergency Defined. As used in this Section, "**emergency**" means any occurrence or combination of occurrences that:

(i) Could not have been reasonably foreseen;

(ii) Affects the health, welfare and safety of the Owners;

(iii) Requires the immediate attention of, and possible action by, the Board; and

(iv) Makes it impracticable to comply with the provisions of subsection 2.11(a) above.

(d) Contents of Notice. The notice of a meeting of the Board must state the time and place of the meeting. The notice must include notification of the right of an Owner to:

(i) Have a copy of the minutes or a summary of the minutes of the meeting provided to him upon request and, if required by the Board, upon payment to the Master Association of the cost of providing the copy to the Owner.

(ii) Speak to the Master Association or Board, unless the Board is meeting in executive session.

2.11.7. **Waiver of Notice.** Before or at any meeting of the Board, any Director may waive notice of such meeting in writing, and such waiver will be deemed equivalent to the giving of such notice to that Director. All such waivers will be filed in the records of the Master Association or made a part of the minutes of the meeting. Notwithstanding the foregoing, no Director may waive notice to the Membership of any Board meeting.

2.11.8. **Telephonic Attendance.** Directors may participate in a meeting through use of conference telephone or similar communications equipment, so long as the Director(s) attending telephonically can hear the other Directors attending the meeting and any of the Owners attending the meeting can hear the Director(s) attending telephonically. Participation in a meeting pursuant to this subsection constitutes presence in person at such meeting.

2.11.9. **Meetings Minutes.** Not more than thirty (30) days after any meeting of the Board (except for meetings during the Declarant Control Period or executive sessions meetings), the Secretary or other officer or agent of the Master Association shall cause the minutes or a summary of the minutes of the meeting to be made available to the Members. A copy of the minutes or a summary of such minutes must be provided to any Member who pays the Master Association the cost of providing the copy.

2.12. ACTION WITHOUT MEETING. The Board may act without a meeting if the requirements of Act Section 16-6a-813, as amended, are met. Written consents must be filed with the minutes of the proceedings of the Board. Within thirty (30) days after the written consents of all Directors have been obtained, an explanation of any action taken by written consent without a meeting must be communicated to the Members (except for meetings during the Declarant Control Period or executive sessions meetings) by any means the Board determines is appropriate.

2.13. QUORUM AND ADJOURNMENT. Except as otherwise expressly provided in these Bylaws, at all meetings of the Board, a majority of the Directors constitutes a quorum for the transaction of business, and the acts of a majority of the Directors present at a meeting at which a quorum is present are the acts of the Board. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting to another time.

2.14. COMMITTEES.

2.14.1. **Generally.** The Board may, by resolution, designate such advisory and other committees as it desires, and may establish the purposes and powers of each such committee. The resolution designating and establishing the committee must (a) provide for appointment of its members and a chairman, (b) state the purposes of the committee, and (c) provide for reports, termination and other administrative matters the Board deems appropriate. All committees are required to keep minutes of their meetings. Committee meeting minutes shall be maintained at the Master Association's principal office or at such other place as the Board

may designate. Committee meetings must be open to Members and Neighborhood Representatives to the extent of space available unless the Board authorizes the Committee to meet in executive sessions.

2.14.2. **Nominating Committee.** The Board may form a Nominating Committee to solicit volunteers to serve as Neighborhood Representatives and alternates, serve as Board members or fill other Master Association positions. At the Board's direction, the Nominating Committee will also be responsible for assisting candidates for Master Association offices in becoming familiar with their potential duties and responsibilities. The Nominating Committee may, at the Board's request, assist in preparing and distributing election materials. Any member of the Board, any Owner in the Properties and agents of Owners of Lots outside of the Residential Area may serve on the Nominating Committee. If a Nominating Committee is not formed, the Board shall perform the duties of the Nominating Committee.

2.14.3. **Special Benefit Area Committee.** The Board may delegate certain duties involving managing any Special Benefit Area to a committee composed of the Neighborhood Representatives for and Members of the Neighborhoods within the Special Benefit Area. The Board may make the committee responsible for oversight of all aspects of operation of the Special Benefit Area including preparing all financial information and contracting for services for the Special Benefit Area. The Board, at its option, may assign a representative of the community manager to act as the Special Benefit Area manager and assist the committee in performing its duties. The scope of the powers of the committee, procedures for operation and any other rules needed to operate the committee may be established by the Board in the Community Guidelines.

ARTICLE III OFFICERS

This Article describes the responsibilities of the different officers of the Master Association. Officers of the Master Association are elected annually by the Board of Directors and serve at the pleasure of the Board.

3.1. DESIGNATION. The Master Association's principal officers are a President, a Vice President, a Secretary, and a Chief Financial Officer, all elected by the Board. The Board may appoint an Assistant Financial Officer, an Assistant Secretary and such other officers as it determines to be necessary. Officers other than the President need not be Directors. Any person may hold more than one office. Except for Declarant and Neighborhood Builder representatives, anyone serving as a Neighborhood Association board member or officer cannot be a Master Association officer.

3.2. ELECTION OF OFFICERS. The Board shall annually elect the Master Association's officers at the new Board's Organization Meeting. Each officer shall hold his or her office at the pleasure of the Board, until he or she resigns, is removed, is otherwise disqualified to serve, or his successor is elected and qualified to serve.

3.3. REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and his or her successor elected. Any officer may resign at any time by giving written notice to the Board or to the President or Secretary. Any such resignation is effective on the date of receipt of the resignation or at any later time specified in the resignation. Unless specified in the resignation, acceptance of the resignation by the Board is not necessary to make it effective.

3.4. COMPENSATION. Officers may not receive any salary or compensation for their services as officers unless such compensation is approved by the Neighborhood Representatives representing a majority of the voting power in the Master Association; provided, however, that (i) nothing in these Bylaws precludes any officer from serving the Master Association in some other capacity and receiving compensation therefor, (ii) any officer may be reimbursed for reasonable and actual expenses incurred in the performance of Master Association duties, and no officer, employee or director of Declarant, a Neighborhood Builder or any affiliate of Declarant or Neighborhood Builder may receive any compensation for service as an officer of the Master Association.

3.5. PRESIDENT. The President is the chief executive officer of the Master Association and is responsible for the following:

3.5.1. **Meetings.** Presiding at all Master Association, Neighborhood Representative and Board meetings;

3.5.2. **General Powers.** Exercising all general powers and duties which are usually vested in the office of the President of a corporation;

3.5.3. **Supervision.** Subject to the control of the Board, exercising general supervision, direction and control of the Master Association's business; and

3.5.4. **Other Powers.** Exercising such other powers and duties as may be prescribed by the Board or Master Association Governing Documents.

3.6. VICE PRESIDENT. The Vice President shall take the President's place and perform the President's duties whenever the President is absent, disabled, refuses or is unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as prescribed by the Board or these Bylaws.

3.7. SECRETARY. The Secretary is responsible for the following:

3.7.1. **Minutes.** Ensuring minutes and other records of all meetings of the Board, Neighborhood Representative meetings and decisions and Master Association committee meetings are taken and kept at the Master Association's principal office or such other place as the Board may direct;

3.7.2. **The Seal.** Keeping the Master Association's seal in safe custody;

3.7.3. **Other Master Association Documents.** Keeping charge of such books and papers as the Board may direct;

3.7.4. **Notices of Meetings.** Giving, or causing to be given, notices of meetings of the Members, Neighborhood Representatives and of the Board;

3.7.5. **Records.** Keeping the information required by Act Section 16-6a-1601 and authenticating records of the Master Association;

3.7.6. **Membership Register.** Maintaining or causing to be maintained a record book of Members, listing the names, mailing addresses, e-mail addresses, and telephone numbers of the Members as furnished to the Master Association ("**Membership Register**") and recording or causing to be recorded the termination or transfer of ownership by any Member in the Membership Register, together with the date of the transfer; and

3.7.7. **Miscellaneous.** In general, performing all duties incident to the office of Secretary, and performing such other duties as prescribed by the Board or these Bylaws.

3.8. CHIEF FINANCIAL OFFICER. The Chief Financial Officer is responsible for Master Association funds. The Chief Financial Officer is responsible for the following:

3.8.1. **Books of Account.** Keeping, or causing to be kept, full and accurate accounts, tax records and records of business transactions of the Master Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Master Association;

3.8.2. **Valuables.** Being responsible for the deposit of all money and other valuable effects in the name and to the credit of the Master Association in such depositories as the Board designates;

3.8.3. **Disbursements.** Disbursing the Master Association's funds as ordered by the Board;

3.8.4. **Accounting.** Rendering to the President and Directors, upon request, an account of all transactions and of the Master Association's financial condition; and

3.8.5. **Other Powers.** Exercising such other powers and performing such other duties prescribed by the Board or these Bylaws.

ARTICLE IV NEIGHBORHOOD REPRESENTATIVES

Each Neighborhood is assigned a Neighborhood Representative to represent the Members when voting on certain issues. This Article describes the duties of the Neighborhood Representatives, establishes the procedures for the Members to use when electing their Neighborhood Representatives, and establishes the procedures Neighborhood Representatives must follow when they must vote on issues. Each Neighborhood Representative is entitled to cast

the number of votes equal to the number of votes assigned to the Members the Neighborhood Representative represents. For example, if the Neighborhood Representative represents a Neighborhood composed of forty (40) Lots in a Residential Area, all owned by Persons who are not the Declarant, then the Neighborhood Representative will have forty (40) votes. The Declarant will have its own representative, called the "Declarant's Neighborhood Representative" who will be appointed by the Declarant and entitled to cast all votes held by the Declarant.

Neighborhood Representative Responsibilities:

- Attend Neighborhood Representative Meetings
- Cooperate with the Master Association Board
- Publicize Social Events
- Inform Members of Actions
- Assist Nominating Committee
- Coordinate Member Votes

4.1. ESTABLISHMENT OF DELEGATES. Each Neighborhood, defined in the Master Declaration, and Supplemental Declarations or as designated in an instrument recorded by the Master Association, shall be represented by a Neighborhood Representative and an alternate Neighborhood Representative. The Neighborhood Representatives described in this Article are "Delegates" given some of the authority of the Members as defined in Section 16-6a-613 of the Act. The powers, duties, qualifications and other aspects of the Neighborhood Representatives are established in this Article. This Article is an exclusive and permanent assignment of rights and powers of Members to the Neighborhood Representatives. Any right or power given to the Neighborhood Representatives cannot be exercised by the Members.

4.2. POWERS AND DUTIES. Neighborhood Representatives have the following powers and duties:

4.2.1. **Attend Neighborhood Representative Meetings.** The duty to regularly attend meetings of the Neighborhood Representatives and participate in all votes of the Neighborhood Representatives.

4.2.2. **Neighborhood Meetings.** The duty to preside over meetings of their Neighborhoods.

4.2.3. **Special Benefit Areas.** The duty to participate in the operation of the Special Benefit Areas as required by the Board.

4.2.4. **Cooperation with the Board.** The duty to cooperate with the Master Association Board to distribute information to Members and, when requested, assist in distributing and collecting ballots or proxies of the Members.

4.2.5. **Publicizing Social Events.** The duty to assist in publicizing social events at the request of the Board.

4.2.6. **Inform Members.** The duty to promptly inform Members the Neighborhood Representative represents of proposed and final actions of the Neighborhood Representatives.

4.2.7. **Assist Nominating Committee.** The duty to assist the Nominating Committee and the Board in the search for volunteer replacement Directors, Neighborhood Representatives and alternates or committee members.

4.2.8. **Coordinate Member Votes.** The duty to assist the Board of Directors when Members votes are taken and perform such other duties in connection with Member votes as are assigned by the Board.

4.2.9. **Additional Duties.** The duty to fulfill such other duties as are assigned to the Neighborhood Representatives by the Board.

4.2.10. **Limits on Powers and Duties.** Neighborhood Representatives shall not have any powers and duties except those described in this Section 4.2.

4.3. QUALIFICATION.

4.3.1. **Qualifications for Nomination.** Anyone nominated to serve as a Neighborhood Representative or alternate must be a natural person who is at least eighteen years old and one of the following:

(a) An Owner of a Lot in the Neighborhood, who is a Member in good standing as defined in subsection 2.2.1 of these Bylaws, and is not a Master Association Board member, or

(b) An agent of either Declarant, or a Neighborhood Builder or an Owner of Property outside of the Residential Area who is a Member in good standing, as defined in Section 2.2.1 of these Bylaws.

(c) An officer, employee, agent or director of a corporate Owner of a Lot, a trustee or designated beneficiary of a trust that owns a Lot, a partner of a partnership that owns a Lot, a member or manager of a limited-liability company that owns a Lot, and a fiduciary of an estate that owns a Lot may be a Neighborhood Representative in the Master Association. In all events where the person serving or offering to serve as a Neighborhood Representative is not the record owner, he shall file proof in the records of the Master Association that:

(i) She is associated with the corporate owner, trust, partnership, limited-liability company or estate as required by this subsection; and

(ii) Identifies the Lot(s) owned by the corporate owner, trust, partnership, limited-liability company or estate.

4.3.2. **Qualifications for Holding Office.** Neighborhood Representatives must satisfy the following requirements while they serve in office:

- (a) Not be absent from three (3) consecutive meetings of the
- (b) Be a Member in good standing, as defined in the subsection of these Bylaws, or agent of a Member in good standing.
- (c) If the person serving as a Neighborhood Representative is doing so pursuant to subsection 4.3.l(c), then the person must retain a position with the corporate owner, trust, partnership, limited-liability company or estate throughout the individual's service that satisfies the eligibility requirement.

The following chart shows the schedule for selecting Neighborhood Representatives in Neighborhoods without Neighborhood Associations. Neighborhood Representatives can be elected by vote at a meeting of the Neighborhood or by written ballot.

↓ 0-70 days before meeting	↓ 0-70 days Before meeting	↓ before meeting	↓ Date set by Board	↓ Within 6 months after first Close of Escrow in a Neighborhood
<i>set record date for Members receiving notice of meeting (not applicable if vote is by written ballot)</i>	<i>set record date for Members entitled to vote</i>	<i>notice of meeting sent out (not applicable if vote is by written ballot) in accordance with a schedule set by the Act</i>	<i>ballot sent out (not applicable if vote is at meeting)</i>	<i>select Neighborhood Representative and alternate by written ballot or at a meeting</i>

There are three types of Neighborhood Representatives: those who represent Neighborhoods without Neighborhood Associations, those who represent Neighborhoods with Neighborhood Associations, and the Declarant's Neighborhood Representative. For each Neighborhood with a Neighborhood Association, the Neighborhood Representative is the President of the Neighborhood Association so her term will be the same as her term of office as President. The alternative Neighborhood Representative for a Neighborhood with a Neighborhood Association is the Vice President of the Neighborhood Association, so her term will be the same as her term of office as Vice President.

The Declarant's Neighborhood Representative's term of office is indefinite. He will serve until either the Declarant appoints a replacement or the Declarant's right to have the Declarant's Neighborhood Representative expires.

The Neighborhood Representatives in Neighborhoods without Neighborhood Association shall be selected and serve as set forth in Section 4.6.

4.4. GENERAL RULES.

4.4.1. **Selection of First Neighborhood Representative.** The first Neighborhood Representative and alternate for each Neighborhood must be selected within six months after the first Close of Escrow in the Neighborhood.

4.4.2. **Neighborhood With No Representation.** If, for any reason, a Neighborhood does not have a Neighborhood Representative or an alternate, the Board of the Master Association shall have the power to appoint a qualified person to fill the position. At the Board's request, the Nominating Committee will seek volunteers to fill the position. If no qualified person is willing to serve as a Neighborhood Representative, the President of the Master Association will be the Neighborhood Representative. Notices of all appointments must be distributed to the Members in the affected Neighborhoods within no more than sixty (60) days after the date of the appointment.

4.4.3. **Term of Office.** Neighborhood Representatives and alternates may serve consecutive terms. There is no maximum limit on the number of terms a person can serve as a Neighborhood Representative or alternate.

4.4.4. **Vacancies.** A vacancy in the office of a Neighborhood Representative shall exist on the occurrence of the following: (a) the death or written resignation of any Neighborhood Representative; (b) the declaration by resolution of the Board of a vacancy in the office of a Neighborhood Representative who has not satisfied the requirements set in Section 4.3.2; (c) the failure of Members to elect a Neighborhood Representative; or (d) the occurrence of any other events resulting in a vacancy as provided under the Act.

4.4.5. **Removal by the Master Association Board.** The Master Association Board has the power to declare the position vacant for any Neighborhood Representative who the Board determines is not performing the duties of a Neighborhood Representative listed in Section 4.3.2.

4.5. NEIGHBORHOODS WITHIN A NEIGHBORHOOD ASSOCIATION'S JURISDICTION. Where all Residences subject to a Neighborhood Declaration also comprise all of the Residences in a Neighborhood, the rules established in this Section apply. For all other Neighborhoods, the rules established in Section 4.6 apply.

4.5.1. **Selection of Neighborhood Representative and Alternate.** The president of the Neighborhood Association created pursuant to that Neighborhood Declaration shall be the Neighborhood Representative. The vice president of the Neighborhood Association shall be the alternate Neighborhood Representative. If, for any reason, there is no vice president, then the board of directors of the Neighborhood Association may appoint any one of the board members as the alternate Neighborhood Representative.

4.5.2. **Term of Office.** The term of office for each Neighborhood Representative and alternate shall be coincident with such person's term of office as an officer or director of the Neighborhood Association.

4.5.3. **Vacancies.** Vacancies in the Neighborhood Representative position will be filled by the new president of the Neighborhood Association. Vacancies in the alternate Neighborhood Representative position will be filled by the new vice president of the Neighborhood Association.

4.5.4. **Removal.** An officer or director of a Neighborhood Association serving as a Neighborhood Representative or alternate is deemed removed concurrently with her removal as an officer or director of the Neighborhood Association.

4.6. OTHER NEIGHBORHOODS.

4.6.1. **Selection of Neighborhood Representative and Alternate.** Neighborhood Representatives and alternates shall be selected in an election set by the Board of Directors. The election may be held at a meeting of the Neighborhood or by written ballot as determined by the Board. The Board of Directors or the Nominating Committee will solicit applications from Members in the Neighborhood to serve as the Neighborhood Representative for a period ending at least thirty (30) days before the date of the Neighborhood Representative election. If, after the close of nominations, only one person is nominated as the Neighborhood Representative, the Board may, without further action, declare that the person who was nominated and qualified to be elected has been elected.

4.6.2. **Quorum and Approval.** No quorum of the Members for the election of a Neighborhood Representative or alternate Neighborhood Representatives is required. The person receiving the highest number of votes will be the Neighborhood Representatives and the person receiving the second highest number of votes will be the alternate Neighborhood Representative.

4.6.3. **Term of Office.** The term of office of all other Neighborhood Representatives and alternates shall be two (2) years.

4.6.4. **Vacancies.** Vacancies occurring for any reason other than expiration of a Neighborhood Representative's term shall first be filled by the alternate Neighborhood Representative. If there is no alternate Neighborhood Representative, then the vacancy shall be filled by either a vote of the Members in the Neighborhood or the Board. If the alternate Neighborhood Representative becomes the Neighborhood Representative, a new alternate shall be selected either at a vote of the Members in the Neighborhood or the Board. Any person selected to fill a vacancy occurring before expiration of a term of office shall serve the remainder of the unexpired term of office of the predecessor Neighborhood Representative or alternate.

4.6.5. **Removal.** Neighborhood Representatives and alternates may be removed by the Members in their Neighborhoods before the expiration of their terms of office. A Neighborhood Representative or alternate is removed if a majority of the votes cast by the Members in the Neighborhood, at a meeting of Members in the Neighborhood, are in favor of removal. Members in a Neighborhood who wish to have a Neighborhood Representative or alternate removed must direct their requests to the Nominating Committee. At least ten percent (10%) of the Members in a Neighborhood must sign a petition for removal before the

Nominating Committee is required to hold a removal election. The removal election may be held at a meeting or by written ballot. If a removal election is held, the Neighborhood Representative or alternate whose removal has been proposed must be given an opportunity to be heard. If the Neighborhood Representative or alternate is removed, a replacement may be elected at the same time. The Board may establish additional procedures for removal elections in the Community Guidelines.

4.6.6. **Voting by Proxy.** Votes may be cast at a meeting in person or by proxy. Proxies must comply with Section 16-6a-712 of the Act.

4.6.7. **Place of Meetings.** Meetings shall be held in the Properties or such other practical and convenient place in the City as designated by the Board

4.6.8. **Calling Meetings.** The Board shall call a meeting of the Members in a Neighborhood (a) as directed by resolution of a majority of a quorum of the Board, (b) by request of any Person authorized by a resolution of the Board to call a meeting, or (c) upon receipt of a petition that states the purpose for which the meeting is to be held and which is signed by Members representing at least ten percent (10%) of the Master Association's voting power in the Neighborhood. The Secretary shall give notice of any meeting within thirty (30) days after adoption of such resolution or receipt of such request or petition. The notice must state the date, time and places of such meeting and the general nature of the business to be transacted. The meeting must be held not less than thirty-five (35) nor more than ninety (90) days after adoption of such resolution or receipt of such request or petition. No business may be transacted at a meeting except as stated in the notice.

4.6.9. **Notice.** The Secretary shall send a notice of each meeting delivered (i) in a manner and within the timeframes set by Section 16-6a-704(3) of the Act, or (ii) in any other fair and reasonable manner set by the Board. The Notice must include the date, place and time of the meeting and any other information required by Section 16-6a-704 of the Act. The notice may set forth time limits for speakers and other procedures for running the meeting.

4.6.10. **Record Dates.** The Board may fix a date as a record date for determining which Members are entitled to notice of any meeting of a Neighborhood. The record date so fixed must be not more than seventy (70) days before the date of the meeting. If the Board does not fix a record date for notice, the record date is the close of business on the business day preceding the day on which notice is given. In addition, the Board may fix a date in the future as a record date for the determination of the Members entitled to vote at any meeting of a Neighborhood or Special Benefits Area or by written ballot. The record date so fixed must be not more than seventy (70) days before the date of the meeting or cutoff date for receipt of the ballot. If the Board does not fix a record date for determining Members entitled to vote, Members on the day of the meeting or the date the written ballot is distributed who are otherwise eligible to vote are entitled to vote at the meeting.

4.6.11. **Order of Business.** Meetings must be conducted in accordance with a recognized system of parliamentary procedure or such parliamentary procedures as the Master Association may adopt. The order of business at all meetings of a Neighborhood is as follows:

(a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting (if any); (d) unfinished business; and (e) new business.

4.6.12. **Action By Written Ballot.** Any action which may be taken at a meeting of the Members in a Neighborhood may be taken without a meeting by written ballot in accordance with the procedure established in Section 16-6a-709 of the Act, as amended. Written ballots may not be revoked.

4.6.13. **Distribution of Ballots.** The Board will provide copies of the ballot and any accompanying information to the appropriate Neighborhood Representatives. At the Board's request, the Neighborhood Representatives will assist in collecting written ballots from Members and returning written ballots to the Board.

4.6.14. **Action By Written Consent.** Any action that may be taken by a Neighborhood may be taken by written consent in accordance with the procedure established in Section 16-6a-707 of the Act, as amended.

4.6.15. **Minutes, Presumption of Notice.** Minutes or a similar record of the proceedings of meetings of Members in a Neighborhood, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the Minutes executed by the Secretary that notice of the meeting was properly given constitutes prima facie evidence that such notice was given.

4.7. **DECLARANT'S NEIGHBORHOOD REPRESENTATIVE.** Declarant is entitled to appoint one (1) Neighborhood Representative ("**Declarant's Neighborhood Representative**") to represent Declarant at all meetings of the Neighborhood Representatives and to cast all of the Class B votes which Declarant is entitled to cast. At any time, Declarant may change the person which it has appointed to serve as Declarant's Neighborhood Representative and may also designate an alternate Declarant's Neighborhood Representative. Declarant must give written notice to the Board before any such appointment or change in appointment is effective.

4.8. **VOTING.** For a partial list of the issues to be voted on by Neighborhood Representatives, see the chart in Article V.

4.8.1. **Generally.** Neighborhood Representatives must act personally at a meeting, by written consent or by written ballot, and may not act by proxy. If a Neighborhood Representative is not present at a meeting of the Neighborhood Representatives, then the alternate for such absent Neighborhood Representative may attend the meeting and exercise all Neighborhood Representative powers. If the previously absent Neighborhood Representative arrives before the adjournment of a meeting, the alternate is no longer entitled to act in the place of such Neighborhood Representative; provided that such relinquishment of authority by the alternate does not invalidate any matter previously voted or acted upon by the alternate in his or her temporary capacity as Neighborhood Representative. Declarant's Neighborhood Representative shall exercise all of the Class B voting power. All votes represented by

Declarant's Neighborhood Representative shall be cast in the manner directed by Declarant. Each Neighborhood Representative shall exercise his voting power as follows:

(a) Applicability of Neighborhood Declaration. Voting rights in Neighborhoods for which Neighborhood Associations have been created shall be governed by any applicable Neighborhood Declaration with respect to such Neighborhood (including the Neighborhood Association's articles of incorporation and bylaws); provided that with respect to matters which are the subject of these Bylaws and the Master Declaration, in the event of any comparable, conflicting or inconsistent provisions in any such Neighborhood Association documents, the provisions set forth herein shall control and shall apply to the voting rights of Members who are Members of Neighborhood Associations.

(b) Neighborhood Representative Vote Entitlement. Each Neighborhood Representative shall have a number of votes equal to the number of votes held by all Members in the Neighborhood Representative's Neighborhood whose rights to vote have not been suspended.

(c) Allocation of Neighborhood Representatives Votes. Whenever a proposed action is to be presented to the Neighborhood Representatives for approval, written notice of the substance of the action shall be given to the Neighborhood Representatives by the Master Association Secretary at the direction of the Board at least forty (40) days prior to the date on which the action shall be discussed at a meeting of the Neighborhood Representatives. During the 40-day period prior to the meeting, the Neighborhood Representatives shall submit the action to a vote of the Members within their respective Neighborhoods at duly called and noticed meetings of Members in the Neighborhood. Each such meeting of the Members shall be scheduled and notices by the Master Association Secretary after consultation with the Neighborhood Representative for the applicable Neighborhood and shall be initially scheduled no fewer than ten (10) days prior to the applicable meeting of the Neighborhood Representatives. When subsequently voting on an action at the meeting of the Neighborhood Representatives, each Neighborhood Representative shall cast all of the votes which he represents as follows:

(i) The Neighborhood Representative shall cast votes attributable to Members actually voting (whether in person, by proxy or written ballot) in such Neighborhood "for" or "against" such action in the same manner as such votes were cast by the voting Member;

(ii) The Neighborhood Representative shall cast votes attributable to Members within the Neighborhood who have not voted on such action ("Absentee Votes") as follow:

(A) If fifty-one percent (51%) or more of the votes in the Neighborhood attributable to Members other than Declarant have been cast as set forth above, then any Absentee Votes attributable to Members other than Declarant shall each be cast "for" and "against" the action in the same proportions as the votes cast by Members other than Declarant pursuant to subsection 4.8.l(c)(1).

(B) If less than fifty-one percent (51%) of the votes in the Neighborhood attributable to Members other than Declarant have been cast pursuant to Subsection 4.8.1(c)(1) above, then the Absentee Votes shall be voted “for” or “against” the action in such proportions as the Neighborhood Representative shall, in his or her discretion, determine appropriate.

(d) Voting Reports. In order to verify compliance with the foregoing voting requirements, each ballot cast by a Neighborhood Representative shall contain such Neighborhood Representative’s certification of the following information: (i) the total number of votes in the Neighborhood Representative’s Neighborhood; (ii) the total number of votes cast “for” and “against” the action on behalf of the Members, other than Declarant, in response to the vote of such Members; (iii) the total number of Absentee Votes attributable to Members other than Declarant, and (iv) the total number of votes cast by such Neighborhood Representative “for” and “against” the action. The Master Association Secretary shall tabulate the total number of votes cast by all Neighborhood Representatives in each of the foregoing categories in order to determine whether the necessary approvals have been obtained. It will be conclusively assumed for all purposes of Master Association business that each Neighborhood Representative casting votes on behalf of the Owners of Lots in his or her Neighborhood will have acted with the authority and consent of all such Owners. All agreements and determinations lawfully made by the Master Association in accordance with the voting procedures established herein, and in the Master Declaration, shall be deemed to be binding upon all Members, Owners and their respective successors and assigns.

4.8.2. **Soliciting Member Views.** When Neighborhood Representatives have notice in advance of a vote that will be taken, the Neighborhood Representatives shall solicit opinions from the Members they represent to identify the Members’ views regarding the issue to be voted on, as set forth in Subsection 4.8.1(c). Within sixty (60) days after a vote is taken, the Board will announce the results of the vote and the way each Neighborhood Representative voted.

4.8.3. **Quorum and Approval.** The presence in person of Neighborhood Representatives representing at least a majority of the Master Association’s voting power constitutes a quorum. The Neighborhood Representatives present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Neighborhood Representatives to leave less than a quorum, if any action taken (other than adjournment) is approved by the votes required in Section 4.8.4 (or such greater percentage of Neighborhood Representatives as may be required by the Governing Documents for any specific action).

4.9. MEETINGS.

4.9.1. **Place of Meetings of Neighborhood Representatives.** Meetings of the Neighborhood Representatives shall be held in the Properties or such other practical and convenient place within Salt Lake County as designated by the Master Association’s Board.

4.9.2. **Annual Meetings of Neighborhood Representatives.** The Neighborhood Representatives shall gather once a year for an annual meeting. The date of the first annual meeting of Neighborhood Representatives shall be set by the Board, but shall be no later than one (1) year after the first Close of Escrow in the Properties. Thereafter, the annual meetings shall be held on or about the anniversary date of the first annual meeting. The annual meetings of the Neighborhood Representatives shall be open to attendance by all Members and first Mortgagee representatives to the extent of the space available in the meeting room.

4.9.3. **Special Meetings of Neighborhood Representatives.** The President shall call a special meeting of all Neighborhood Representatives, as directed by resolution of a majority of a quorum of the Board, request from any Person authorized by the Board to call a special meeting, or upon receipt of a petition signed by Members or Neighborhood Representative(s) representing at least ten percent (10%) of the Master Association's voting power. The Secretary shall give notice of any special meeting within twenty (20) days after adoption of such resolution or receipt of such request or petition. The notice must state the date, time and place of the meeting and the general nature of the business to be transacted. The special meeting must be held not less than thirty-five (35) days nor more than ninety (90) days after adoption of such resolution or receipt of such petition. No business may be transacted at a special meeting except as stated in the notice. Special meetings of the Neighborhood Representatives are open to attendance by all Members and first Mortgagee representatives to the extent of the space available in the meeting room.

4.9.4. **Adjourned Meetings.** If any meeting of Neighborhood Representatives cannot be organized because a quorum is not present, Neighborhood Representatives representing a majority of the voting power present may adjourn the meeting to another time.

4.9.5. **Notice of Meetings.** The Secretary must send a notice of each meeting of Neighborhood Representatives to each Neighborhood Representative of record, to the Members, and to each first Mortgagee who has filed a written request for notice with the Secretary, (i) in a manner and within the time frames set by Section 16-6a-704(3)(a) of the Act, or (ii) in any other fair and reasonable manner set by the Board. The notice must include the date, place and time of the meeting any other information required by Section 16-6a-704 of the Act.

4.9.6. **Record Date.** The Board may fix a date as a record date for determining the voting power represented by each Neighborhood Representative. The record date so fixed must be not more than seventy (70) days before the date of the meeting or the date the written ballot is distributed. If the Board does not fix a record date, the record date is the close of business on the business day preceding the day on which the notice or the ballot is distributed.

4.9.7. **Order of Business.** Meetings of Neighborhood Representatives must be conducted in accordance with a recognized system of parliamentary procedure or such parliamentary procedures as the Master Association's Board may adopt. The order of business at all meetings of the Neighborhood Representatives is as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c)

reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) unfinished business; and (g) new business.

4.10. ACTION BY WRITTEN BALLOT. Any action which may be taken at a meeting of the Neighborhood Representatives may be taken without a meeting by written ballot of the Neighborhood Representatives in accordance with the procedure established in Section 16-6a-709 of the Act, as amended. Written ballots may not be revoked.

4.11. ACTION BY WRITTEN CONSENT. Any action that may be taken by the Neighborhood Representatives, except election of Directors, may be taken by written consent in accordance with the procedure established in Act Section 16-6a-707, as amended.

4.12. MINUTES, PRESUMPTION OF NOTICE. Minutes or a similar record of the proceedings of meetings of Neighborhood Representatives, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the Minutes executed by the Secretary that notice of the meeting was properly given constitutes prima facie evidence that such notice was given.

**ARTICLE V
ACTIONS BY MASTER ASSOCIATION MEMBERS**

This Article describes how the Members make decisions, the minimum quorum requirement for Member votes, the number of Members required to approve proposals and other procedures involved with seeking Member approval of matters. Because the Master Association may eventually have one hundred sixty-two or more Members, decisions to be made by the entire Membership may be made by written ballot and not at meetings. In some circumstances, such as when Neighborhood Representatives are elected, meetings of Members in a Neighborhood may be held.

The following is a summary of the issues that can be decided by the various parties.

<i>Board of Directors</i>	<ul style="list-style-type: none"> • <i>All issues that are not reserved exclusively to the Members and/or the Neighborhood Representatives and amendments to the Articles</i>
<i>Neighborhood Representatives</i>	<ul style="list-style-type: none"> • <i>Certain amendments to the Master Declaration, the Articles and the Bylaws</i> • <i>Assessment increases and imposition of special assessments</i> • <i>Annexations to the Properties that are not made by the Declarant or Neighborhood Builders</i> • <i>Election of Directors subject to the rights of Declarant described herein</i> • <i>Directors' and officers' compensation (if any)</i>
<i>The Entire Membership</i>	<ul style="list-style-type: none"> • <i>Certain amendments to the Bylaws and the Master Declaration</i>

	<ul style="list-style-type: none"> • <i>Litigation expenses the Master Association will incur as a plaintiff</i>
<i>Each Neighborhood</i>	<ul style="list-style-type: none"> • <i>Elect and remove the Neighborhood Representative for that Neighborhood</i>
<i>Declarant</i>	<ul style="list-style-type: none"> • <i>Certain amendments to the Articles, Bylaws and the Master Declaration</i> • <i>Certain actions of the Master Association listed in Section 5.3 of the Master Declaration</i>
<i>First Mortgages</i>	<ul style="list-style-type: none"> • <i>Items listed in Master Declaration Section 14.2.3</i>

5.1. VOTING RIGHTS. The Master Association's classes of voting Membership are set forth in Section 1.6.1 of these Bylaws.

5.2. ACTIONS BY THE ENTIRE MEMBERSHIP. The requirement for holding an annual meeting of the Members is eliminated. Any actions that must be taken by the entire Membership of the Master Association shall be taken by written ballot in accordance with the following procedure.

5.2.1. **Quorum Requirement.** A majority of the Master Association's voting power constitutes a quorum of the Membership.

5.2.2. **Approval Requirement.** Any action which may be taken by the Members of the Master Association must be approved by a majority of a quorum of the voting power of the classes of membership as required by Section 1.6.2 of these Bylaws.

5.2.3. **Record Date.** The Board may fix a date in the future as a record date for determining which Members are entitled to vote. The record date so fixed must be not more than seventy (70) days before the date of the vote. If the Board does not fix a record date for determining Members entitled to vote, Members on the date the written ballot is distributed who are otherwise eligible to vote are entitled to vote.

5.2.4. **Action By Written Ballot.** Ballots must be delivered to every Member entitled to vote. Solicitations for ballots must specify (a) the number of responses needed to meet the quorum requirements, (b) the percentage of approvals necessary to approve the action, (c) the time by which ballots must be received to be counted, and (d) be accompanied by written information sufficient to permit the Member to reach an informed decision on the matter. The form of written ballot must set forth each proposed action and afford an opportunity to specify a choice between approval and disapproval of each matter.

5.2.5. **Approval by Ballot.** Receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting, and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast, constitutes approval by written ballot. Written ballots may not be revoked.

5.2.6. **Distribution of Ballots.** The Board will also provide copies of the ballots and accompanying materials to the Neighborhood Representatives. At the Board's request, the Neighborhood Representatives will assist in collecting written ballots from Members and returning written ballots to the Board.

ARTICLE VI AMENDMENTS TO BYLAWS

6.1. BOARD APPROVAL. These Bylaws may be amended by a majority of the entire Board, if the amendment is within the Board's power to adopt without Member approval pursuant to the Act. Any other amendment to these Bylaws requires approval by a majority of the entire Board and any other approvals required by Section 6.2.

6.2. NEIGHBORHOOD REPRESENTATIVE APPROVAL. Amendments to these Bylaws shall also require the approval of Declarant for so long as there is a Class B Member. Except as set forth in the preceding sentence and in Subsection 6.1, these Bylaws may be amended or repealed by the vote of a majority of the Members or by the written assent of such Members, as represented and cast by the Neighborhood Representatives.

ARTICLE VII MISCELLANEOUS

7.1. CONFLICTING PROVISIONS. In case of any conflict between the Articles and these Bylaws, the Articles shall control; and in case of any conflict between the Master Declaration and these Bylaws, the Master Declaration shall control. In case of any conflict between the Articles and the Master Declaration, the Master Declaration shall control. In case of any conflict between the Articles, these Bylaws and/or the Master Declaration, in conflict with any Articles of Incorporation or Bylaws of any Neighborhood Association or Neighborhood Declaration, the Articles, Bylaws and the Master Declaration shall control.

7.2. CHECKS, DRAFTS AND DOCUMENTS. All checks, drafts, orders for payment of money, notes and other evidences of indebtedness issued in the name of or payable to the Master Association must be signed or endorsed in the manner and by the person or persons the Board designates by resolution, subject to the requirements of these Bylaws for withdrawing money from the Master Association's reserve accounts.

7.3. EXECUTION OF DOCUMENTS. The Board may authorize any Person to enter into any contract or execute any instrument in the name and on behalf of the Master Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no Person may bind the Master Association by any contract or engagement or pledge its credit or render it liable for any purpose or in any amount.

7.4. USE OF TECHNOLOGY. Where allowed by applicable law, any information the Master Association, its Board of Directors, officers, Neighborhood Representatives or other representatives is required to distribute can be distributed by any system or technology designed to record and communicate messages, facsimile, electronic mail, or other electronic means.

7.5. AVAILABILITY OF MASTER ASSOCIATION DOCUMENTS.

7.5.1. **Records To Be Maintained.** The Master Association shall maintain at its principal office (or at such other place within or near the Properties as the Board may prescribe) the Governing Documents, books of account, minutes of meetings of Members, Neighborhood Representatives, the Board and committees, the Membership Register and any other documents required by law to be maintained by the Master Association (collectively, the "**Master Association Documents**"), each of which shall be made available for inspection and copying by any Member or the Member's duly appointed representative in accordance with the Act.

7.6. FISCAL YEAR. The Board shall designate the Master Association's Fiscal Year. The Fiscal Year may be changed by the Board.

7.7. STATEMENTS IN ITALICS. The portions of these Bylaws printed in italics are provided as simplified, general explanations of the purposes of the Articles and Sections of these Bylaws and the scheme of governance for the Properties. The statements in italics are provided for convenience and may not be considered in resolving questions of interpretation or construction of the Governing Documents.

**ARTICLE VIII
NOTICE AND HEARING PROCEDURE**

If a Person believes a violation of the Governing Documents is being committed, the Person can report the violation to the Board. This Article establishes the procedure for submitting complaints. It also sets the procedure the Board will use when hearing complaints and determining if sanctions will be imposed.

8.1. INITIAL COMPLAINT. Persons who believe a violation of the Governing Documents has occurred may file a violation complaint in a form authorized by the Board with a Person designated by the Board. The Board will then begin whatever investigation into the complaint it in its sole discretion deems reasonable and necessary. If the Board in its sole discretion determines that there may be fair grounds for the complaint involving a material matter then the Board may initiate the enforcement process. In its discretion, the Board can issue one or two violation letters to the Person alleged to have committed the violation ("**respondent**") or set a hearing described in Section 8.2. The Board may direct the community manager or Neighborhood Association to assist the Board in any of the steps the Board chooses to take in enforcing the Governing Documents except that decisions made at hearings must be made by the Board itself.

8.2. SCHEDULING HEARINGS. A hearing before the Board to determine whether a sanction should be imposed may be initiated by the Board after receipt of at least one violation complaint. To initiate a hearing, the Board must deliver to the respondent a notice which includes all of the following:

8.2.1. **Complaint.** A written statement in ordinary, concise language describing the acts or omissions with which the respondent is charged,

8.2.2. **Basis for Violation.** A reference to the specific provisions of the Governing Documents which the respondent is alleged to have violated.

8.2.3. **Hearing Schedule.** The date, time and place of the scheduled hearing.

8.2.4. **Sanctions.** A list of sanctions which may be imposed at the hearing.

The date for the hearing may be no less than ten (10) days after the date the notice of hearing is mailed or delivered to the respondent. Notwithstanding the foregoing, if in the sole discretion of the Board, the alleged violation threatens the health, safety or welfare of the residents of the Master Association, then the hearing may be scheduled without ten (10) days' notice. Notice of the hearing must be sent by first class or certified mail sent to the last known address of the Member shown on the Master Association's records. In the alternative, the Board may hand deliver notice of the hearing. If the respondent attends the hearing, the respondent waives any objections related to the notice. The respondent is entitled to attend the hearing, submit a statement of defense to the Board in advance of the hearing, and present a statement of defense and supporting witnesses at the hearing. If the respondent does not attend the hearing, the respondent waives these rights.

8.3. CONDUCT OF HEARING. The Board shall conduct the hearing in executive session, affording the respondent a reasonable opportunity to be heard. Before any sanction is effective, proof of notice and the invitation to be heard must be placed in the minutes of a Board meeting. Such proof is adequate if a copy of the notice and a statement of the date and manner of delivery is entered in the Board's minutes by the Master Association officer or Board member who mailed or delivered such notice. The minutes of the meeting must contain a written statement of the results of the hearing and the sanction, if any, imposed.

8.4. IMPOSITION OF SANCTIONS. After affording the respondent an opportunity for a hearing, the Board may impose any one or more of the following sanctions: (a) levy a Compliance Assessment as authorized in the Master Declaration; (b) suspend or condition the respondent's right to use any recreational facilities the Master Association owns, operates or maintains beginning on a date in the future selected by the Board; (c) suspend the respondent's voting privileges; (d) enter upon a Lot or property owned by a Neighborhood Association to remedy the violation of the Governing Documents, or record a notice of noncompliance (if not prohibited by law). Any suspension of Membership privileges may not be for a period of more than thirty (30) days for any noncontinuing infraction. For continuing infractions (including nonpayment of any assessment), Membership privileges may be suspended for so long as the violation continues. Written notice of any sanction to be imposed ("**notice of sanction**") must be delivered to the respondent by first class or certified mail sent to the last address of the member shown on the Master Association's records. No action against the respondent arising from the alleged violation may take effect before five (5) days after the hearing except in the event of an emergency.

8.5. LIMITS ON REMEDIES. The Board's failure to enforce the Governing Documents does not waive the right to enforce the same thereafter. The remedies provided by the Governing Documents are cumulative and not exclusive. However, any individual Member or Neighborhood Association must exhaust all available internal the Master Association remedies prescribed by the Governing Documents before that Member or Neighborhood Association may resort to a court of law for relief with respect to any alleged violation of the Governing Documents by another Member or Neighborhood Association.

[This page purposely ends at this point. Signature page follows.]

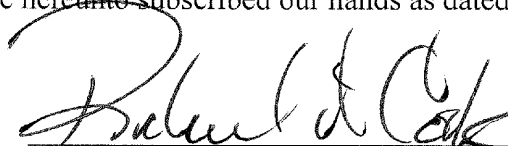
CERTIFICATE OF ASSOCIATION

We, the undersigned, certify that:

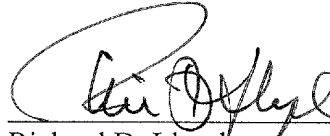
1. We are duly elected and acting Directors of the Giverny Master Association, Inc., a Utah nonprofit corporation; and
2. The foregoing Bylaws, composed of pages including this page, constitute the Bylaws of the Giverny Master Association, duly adopted by the Board of Directors effective as of January 5, 2017.

IN WITNESS WHEREOF, we have hereunto subscribed our hands as dated below.

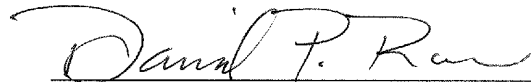
DATE: 1-4-17


Richard A. Cook

DATE: 1/4/2017

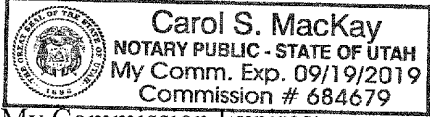

Richard D. Lloyd

DATE: Jan. 4, 2017


David P. Rose

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

The foregoing instrument was acknowledged before me this 4th day of January, 2017, by Richard A. Cook, a Director of GIVERNY MASTER ASSOCIATION, INC., for and on its behalf.



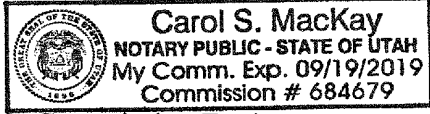
My Commission Expires:
9/19/19

Carol S. MacKay
Notary Public

Residing at
Bountiful, Ut

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

The foregoing instrument was acknowledged before me this 4th day of January, 2017, by Richard D. Lloyd, a Director of GIVERNY MASTER ASSOCIATION, INC., for and on its behalf.



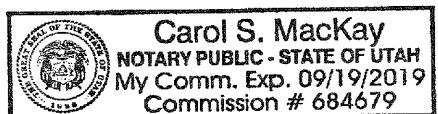
My Commission Expires:
9/19/19

Carol S. MacKay
Notary Public

Residing at
Bountiful, Ut

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

The foregoing instrument was acknowledged before me this 4th day of January, 2017, by David P. Rose, a Director of GIVERNY MASTER ASSOCIATION, INC., for and on its behalf.



My Commission Expires:
9/19/19

Carol S. MacKay
Notary Public

Residing at
Bountiful, Ut

EXHIBIT 'D'

Lots 101-163, 201-235, 301-348 & 401-416, GIVERNY, a Planned Unit Development, according to the official plat thereof, on file and of record in the Salt Lake County Recorder's Office.

RECEIVED
JAN 04 2017

Utah Div. of Corp. & Comm. Code
DK

ARTICLES OF INCORPORATION
OF
GIVERNY MASTER ASSOCIATION, INC.
(A Nonprofit Corporation)

David P. Rose, the undersigned natural person over the age of eighteen years, acting as incorporator of a nonprofit corporation pursuant to the Utah Revised Nonprofit Corporation Act (UTAH CODE ANN. §§ 16-6a-101 *et seq.*), hereby adopts the following Articles of Incorporation for such nonprofit corporation (the "Articles").

ARTICLE I
NAME

The name of the nonprofit corporation is GIVERNY MASTER ASSOCIATION, INC. (the "Association.")

ARTICLE II
DURATION

The Association shall exist perpetually or until dissolved pursuant to law or the Declaration, as hereinafter defined.

ARTICLE III
PURPOSES AND POWERS

The Association is organized as a nonprofit corporation and shall be operated exclusively for the purpose of maintaining, operating and governing the 162-residential unit Giverny PUD Subdivision project (the "Project") located at approximately 9170 South Salt Lake Drive, Cottonwood Heights, County of Salt Lake, State of Utah, 84093. The Project was or will be created on or about January 5, 2017, by the filing of the Giverny P.U.D. Plat in the office of the Recorder of Salt Lake County, State of Utah (the "Salt Lake County Recorder"). A Declaration of Covenants, Conditions and Restrictions of the Giverny PUD Subdivision (the "Declaration") are being filed contemporaneously herewith in the office of the Salt Lake County Recorder. The Declaration is hereby incorporated by reference and made a part of these Articles of Incorporation. The Association shall be operated to perform the functions and provide the services contemplated by the Declaration. Except as otherwise provided herein or as may be required by the context hereof, all terms defined in the Declaration shall have such defined meanings when used herein. Among other things, the Association shall have the authority and power to:

1. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association,

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including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

2. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

3. Borrow money, and with the assent of at least sixty-seven percent (67%) of the votes of the Members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

4. Dedicate, sell or transfer with the assent of at least sixty-seven percent (67%) of the votes of the Members, all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members;

5. Have and exercise any and all powers, rights and privileges which a corporation organized not-for-profit under the corporation law of the State of Utah by law may now or hereafter have or exercise.

No dividend shall be paid to, and no part of the net income, if any, of the Association shall be distributed to, any of the Members, Board of Directors, or officers of the Association, except as otherwise provided herein, in the Declaration, or under Utah law.

ARTICLE IV ADDITIONAL POWERS

In addition to the purposes and powers declared in Article III above and subject to any limitations herein expressed, the Association shall have and may exercise the power to do any and all things that the Association is authorized or required to do under the Declaration, as the same may from time to time be amended.

ARTICLE V MEMBERSHIP AND STOCK

The Association will not issue stock to its Members. There will be two classes of membership of the Association: (i) Class A Members—Except for the Declarant, each Owner of a residential Lot in the Project shall be a Class A Member of the Association with one (1) vote per residential Lot; and (ii) Class B Member—The Class B Member is the Declarant and the Class B Member shall be authorized to cast ten (10) votes for each residential Lot that it or its affiliated entities owns. The rights and duties appertaining to membership in the Association shall be governed by the Declaration. Neither the issuance, nor the holding, of shares of stock shall be necessary to evidence membership in the Association. Membership in the Association shall be mandatory, and not optional, and shall be appurtenant to and may not be separated from the ownership of any residential Lot in the Project. No persons or entity other than any Owner of a

residential Lot may be a Member of the Association. Membership in the Association shall begin immediately and automatically upon becoming an Owner of a residential Lot and shall cease immediately and automatically upon ceasing to be an Owner of a residential Lot.

ARTICLE VI
ASSESSMENTS

Members of the Association shall be subject to assessments by the Association from time to time in accordance with the provisions of the Declaration and shall be liable to the Association for payment of such assessments.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors having at least three (3), but not more than five (5) Directors, who need not be Members of the Association. The names and addresses of the persons who are to act in the capacity of the Directors until the selection of their successor are:

Richard D. Lloyd
9216 S. Wasatch Blvd.
Cottonwood Heights, UT 84093

Richard A. Cook
9216 S. Wasatch Blvd.
Cottonwood Heights, UT 84093

David P. Rose
9216 S. Wasatch Blvd.
Cottonwood Heights, UT 84093

At the first annual meeting, the Members shall elect at least one (1) Director for a term of one (1) year, at least one Director for a term of two (2) years, and at least one Director for a term of three (3) years; and at each annual meeting thereafter the Members shall elect a Director for a term of three (3) years.

The number of Directors may be changed by amendment of the Bylaws of the Association. The number may be increased or decreased by majority vote of the Members entitled to vote at a meeting of the Members of the Association, but shall never be more than five (5) nor less than three (3).

ARTICLE VIII
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than sixty-seven percent (67%) of the votes of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX
PRINCIPAL OFFICE

The address of the initial principal office of the Association is 9216 S. Wasatch Blvd., Cottonwood Heights, UT 84093.

ARTICLE X
REGISTERED OFFICE AND AGENT

The initial registered office of the Association is 9216 S. Wasatch Blvd., Cottonwood Heights, UT 84093 and the name of the initial registered agent at such address is David P. Rose.

ARTICLE XI
INCORPORATOR

The name and address of the incorporator of the Association are as follows:

David P. Rose
9216 S. Wasatch Blvd.
Cottonwood Heights, UT 84093

ARTICLE XII
BYLAWS

The Board of Directors shall adopt Bylaws which are not inconsistent with law or these Articles for the regulation and management of the affairs of the Association (the "Bylaws"). The Bylaws are being filed contemporaneously herewith in the office of the Salt Lake County Recorder.

ARTICLE XIII
AMENDMENTS


Subject to any and all provisions set forth in the Declaration, as amended and/or restated, which shall govern and supersede any and all conflicting provisions contained in these Articles and the Bylaws, these Articles and Bylaws may only be amended in the following manner. These Articles and the Bylaws may be amended solely by the Declarant during the "Declarant Control Period" (defined in Section 1.22 of the Declaration). After the Declarant Control Period has passed, these Articles and Bylaws may be amended by the Association in a duly constituted meeting convened for such purpose and no amendment shall take effect unless approved by Owners possessing sixty-seven percent (67%) of the Total Votes of the Association (and one of which votes in favor must be the vote of the Declarant so long as the Declarant owns any residential Lot). A copy of any proposed amendments to these Articles and the Bylaws shall be provided to each Owner at least ten (10) days prior to the meeting of the Association's Members (unless such copy and notice is waived by an Owner) to the extent such a meeting or vote by the Association's Members is required.

Any such properly approved amendments to these Articles shall be filed with the Utah Division of Corporations and Commercial Code. Likewise, any such properly approved amendment to the Bylaws shall be evidenced by instruments which are duly recorded in the office of the Salt Lake County Recorder. Notwithstanding anything in these Articles to the contrary, so long as Declarant owns any residential Lot the Board shall have the right to amend all or any part of these Articles to such an extent and with such language as may be requested by the Federal Housing Administration, the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Corporation and to further amend these Articles to the extent required or requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of the Articles or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Unit(s) or any portions thereof. In the event of such an amendment, articles of amendment shall be executed, filed and published as provided under Utah law.

ARTICLE XIV
CONFLICT WITH DECLARATION

In the event of any conflict or inconsistency between the provisions of the Declaration and the provisions of these Articles and/or the Bylaws, the provisions of the Declaration shall control; and in the case of any conflict between the provisions of these Articles and the Bylaws, these Articles shall control.

Dated as of the 5th day of January, 2017.



David P. Rose, Incorporator

