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**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
AND BYLAWS OF
THE FOREST BEND LANE PROPERTY
OWNERS ASSOCIATION, INC.**

May 7, 2016

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**AMENDED AND RESTATED DECLARATION OF PROTECTIVE
COVENANTS AND BYLAWS OF THE
FOREST BEND LANE PROPERTY OWNERS ASSOCIATION, INC.**

This Amended and Restated Declaration of Protective Covenants and Bylaws of the Forest Bend Lane Property Owners Association, Inc. is made and executed this 7th day of May, 2016, by the Forest Bend Lane Property Owners Association, Inc., an association of all of the Owners (as defined below) of Residential Properties in the Property (as such terms are defined below).

RECITALS

A. WHEREAS, on March 21, 1997, the Association and Owners made and adopted the Declaration of Protective Covenants for the Forest Bend Lane Property, which was recorded in the office of the Recorder of Salt Lake County, Utah, as Entry No. 6648787, at Book No. 767, Page No. 0088. On February 26, 2002, the original 1997 declaration was amended by that certain "Amendment to Declaration of Protective Covenants for the Forest Bend Lane Property (To Annex Additional Lot)," which amendment was recorded in the office of the Recorder of Salt Lake County, Utah, as Entry No. 8161035, at Book No. 8570, Page No. 2040 (the original 1997 together with the 2002 amendment are referred to hereinafter, collectively, as the "Prior Declaration").

B. WHEREAS, it was subsequently determined that the legal description attached to the Prior Declaration was incorrect in that it inadvertently failed to include all 19 Residential Properties located on Forest Bend Drive as intended. Thus, the Owners of the Residential Properties omitted from the legal description attached to the Prior Declaration (the "Omitted Properties") are executing or re-executing this Amended and Restated Declaration to assure that the Omitted Properties are and will be subject to and bound by the Prior Declaration and this Amended and Restated Declaration as originally intended. The Omitted Properties and the current Owners thereof are set forth in Exhibit A attached hereto.

C. WHEREAS, the Association now desires to amend and restate the Prior Declaration, and hereby adopts this Amended and Restated Declaration of Protective Covenants and Bylaws, which is intended to and shall replace and supersede the Prior Declaration and any other declarations, covenants, restrictions or conditions heretofore made or recorded by the Association.

DECLARATION

NOW, THEREFORE, the Association hereby declares that the Property, and all Residential Properties located therein, shall be and are held, and shall be sold and conveyed subject to the following covenants, conditions, restrictions, easements, and charges, which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner thereof.

ARTICLE 1

DEFINITIONS

Section 1.1. "Articles of Incorporation" means the Association's articles of incorporation filed with the Utah Division of Corporations and Commercial Code on January 7, 1998, as may be amended from time to time.

Section 1.2. "Association" means the Forest Bend Lane Property Owners Association, Inc., a Utah nonprofit corporation. The Association is not a cooperative.

Section 1.3. "Board" means the Association's board of directors elected by the Owners in accordance with the Bylaws contained in this Declaration, which shall have all the authority and corporate powers provided herein or Utah law.

Section 1.4. "Community Association Act" means the Utah Community Association Act, Utah Code §§ 57-8a-101, *et seq.*, as may be amended from time to time.

Section 1.5. "Declaration" means this Amended and Restated Declaration of Protective Covenants and Bylaws of the Forest Bend Lane Property Owners Association, Inc., and all of the easements, covenants, restrictions and charges set forth herein, together with any rules or regulations promulgated hereunder, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

Section 1.6. "Declarant" means the Association.

Section 1.7. "Director" or "Directors" means a member or the members of the Board.

Section 1.8. "Improvement" means structures or improvements to an existing dwelling.

Section 1.9. "Majority" means those votes of Owners, Directors, or Officers, as the context may indicate, totaling more than 50% of the total eligible number of votes.

Section 1.10. "Nonprofit Corporation Act" means the Utah Revised Nonprofit Corporation Act, Utah Code §§ 16-6a-701, *et seq.*, as may be amended from time to time.

Section 1.11. "Officer" or "Officers" means the person or persons appointed by the Board, who shall have the duties and authority provided by this Declaration, the Nonprofit Corporation Act, or those prescribed by the Board.

Section 1.12. "Owner" means the person or persons owning any Residential Property, but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Residential Property.

Section 1.13. "Property" means that certain real property situated in Salt Lake County, State of Utah, and described more particularly on Exhibit B attached hereto and incorporated herein by this reference.

Section 1.14. "Residential Property" or "Residential Properties" means the nineteen (19) homes and lots included in the Property as well as any subdivisions of the property.

Section 1.15. "Road" means the street known as Forest Bend Drive that runs through the Property.

ARTICLE 2

USE RESTRICTIONS AND COVENANTS

Section 2.1 Ownership. The rights, obligations and other status of being an Owner commence upon acquisition of the ownership of and terminate upon disposition of such ownership of the property in question. Termination of ownership shall not discharge an Owner from any obligations incurred prior to termination of ownership.

Section 2.2 Use of Residential Properties. No Residential Property shall be used for any purpose other than for single family residential purposes. Only detached dwellings (no apartments) shall be erected on the Property. The structures shall have a set-back from the designated streets in accordance with the county law then in effect. No commercial activity shall be conducted on any Residential Property; provided, however, that each Owner shall have the right to maintain his professional or personal library, keep his personal business or professional records or accounts, handle his personal business or professional communications, and confer with his business or professional associates, clients or customers in his Residential Property.

Section 2.3 Rental Restrictions. A Residential Property may be leased, but the lessee under the lease shall not sublet the Residential Property or any portion thereof.

Section 2.4 Architectural Integrity. The construction of new homes and/or related buildings or structures, and the reconstruction or substantial alteration of any existing homes and/or related buildings or structures, shall be subject to the provisions and requirements of Article 4 of this Declaration.

Section 2.5 No Noxious or Offensive Activity. No noxious or offensive activity shall occur on any Residential Property, nor shall anything be done thereon which may be or may become a nuisance or an unreasonable annoyance to the Owners or the neighborhood. No automobiles or other vehicles shall be stored on or close to the Road for more than 24 hours, provided that such vehicles do not obstruct the use of the Road. Storage of vehicles on the sides of a dwelling unit is acceptable as permitted by county law as long as such storage is not unsightly.

Section 2.6 Maintenance of Structures and Property. Each Owner shall maintain his Residential Property and Improvements thereon in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard. Such maintenance shall include without limitation painting, repair, replacement and care for roofs, gutters, downspouts, and exterior building surfaces. Each Owner shall keep his property free of trash and other unsightly material, and maintain the landscaping to the property in an attractive fashion.

Section 2.7 Temporary Structures. No structure of a temporary nature, trailer, tent, shack, garage, barn, or other out building shall be used on any Residential Property at any time as a residence on a permanent basis. It is permissible to use a mobile home or motor home for no longer than twelve (12) months, and then only if needed during the construction or reconstruction of the primary residence on the Residential Property. The placement of a mobile or motor home used in the above manner shall be located on a Residential Property so as to minimize the impact on the surrounding Residential Properties and residents.

Section 2.8 Pools, Spas, Game Courts. Pools, spas, and game courts shall be located so as to avoid unreasonably impacting adjacent properties with light or sound. Pool heaters and pumps shall be screened from view from the Road. Nothing herein shall be construed as permitting the construction of skateboard areas or ramps, which structures are expressly prohibited.

Section 2.9 Disposal of Garbage and Refuse. No Residential Property shall be used or maintained as a dumping ground for rubbish, trash, litter, garbage or other waste, and all such items must be kept in appropriate containers. Each Residential Property and common area is to be kept clean, neat, and free of trash, garbage, debris or other litter. No unsightly material or objects are to be stored on any Residential Property in view of the general public.

Section 2.10 Storage of Commercial Equipment. No Residential Property shall be used or maintained as a storage area for commercial equipment of any kind for use in a trade or business except as permitted by county codes for a residential area, and then such equipment must be stored in a garage or otherwise out of the general public view.

Section 2.11 Service Facilities. Service facilities (garbage, fuel tanks, *etc.*) shall be screened so that the items screened are not visible at any time from the Road or a neighboring Residential Property. All telephone, power, natural gas, cable television, and other communication lines installed after the effective date of this Declaration shall be placed underground.

Section 2.12 Animals and Pets. Household pets may be kept as permissible within the then current regulations of the City of Cottonwood Heights, Utah, provided that the household pets are not raised, kept, bred, or maintained for any commercial purpose and are restricted to the pet owner's Residential Property and under the pet owner's control. Whenever a pet is allowed to leave a Residential Property it shall be kept under control. No pets shall make an unreasonable amount of noise or otherwise become a nuisance.

Section 2.13 Assessments for New Construction and Major Remodels. To defray the cost and expense of the inherent damage to the Road by heavy equipment and the like, there shall be a one-time assessment against the Owner and his Residential Property of \$5,000 for the new construction of a Residential Property, and \$2,500 for major remodels of the Residential Property (*i.e.*, remodels involving new footings, foundation, or requiring a cement truck or other such equipment).

Section 2.14 Completion of Construction. The construction of any Improvement, including exterior painting and all other exterior finish, shall be completed within sixteen (16)

months from the beginning of the construction. In the event of undue hardship due to weather or other conditions, this provision may be extended for a reasonable length of time upon written approval of the Board. The construction area shall be kept reasonably clean and in workmanlike order during the construction period. Any damage to the Road, other Residential Properties, or any common areas shall be promptly repaired by the person performing the work at that person's expense. If the person performing the work does not pay for the damage and repair, the Owner shall do so at the Owner's expense, to the extent that such damages exceed the one-time assessment for new construction or major remodels.

Section 2.15 Landscape Site Preparation and Completion. All demolition, clearing, grubbing, stripping of soil, excavation, compacting, and grading must be performed within the confines of the Residential Property. Any damage to the Road, other Residential Properties, or any common areas shall be promptly repaired by the person performing the work at that person's expense. If the person performing the work does not pay for the damage and repair, the Owner shall do so at the Owner's expense, to the extent that such damages exceed the one-time assessment for new construction or major remodels.

Section 2.16 No Subdivision of Residential Properties. No Owner of any Residential Property shall at any time subdivide his Residential Property into two (2) or more parcels if such resulting parcels would have less than one (1) acre each in total area.

Section 2.17 Rules and Regulations. The Association from time to time may adopt, modify or revoke such rules and regulations governing the conduct of persons or the use of Residential Properties as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered promptly by the Board or Officers to each Owner and shall be binding upon all Owners and occupants of all Residential Properties upon the date of delivery.

Section 2.18 Binding Nature of Covenants. All Owners shall obey and observe the covenants in this Declaration at all times. Owners shall have the responsibility for making sure that all lessees, invitees, contractors, family members, persons over whom they have or exercise control or supervision, or other persons using Residential Properties shall observe and comply with the covenants in this Declaration at all times. Owners shall be responsible and liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

ARTICLE 3

EASEMENTS

Section 3.1 Utilities. Wherever sewer, water, power, gas, communication, or drainage lines, connections, or facilities are to be installed within or across a Residential Property, the Owner served or serviced by said connections, lines, or facilities shall have, and is hereby granted, an easement to enter upon the Residential Property of another Owner to construct, install, repair, replace, and maintain such lines, connections, or facilities, but only when and to the extent necessary. Owners shall also have the right to permit utility companies to

use the Owner's easement for such purposes, but only when and to the extent necessary. Any damage to the property caused thereby shall be repaired and/or restored to as near its original condition as is reasonably possible by those entering the property. The person performing the repair or restoration shall pay for the repair or restoration. If the person performing the repair or restoration does not pay for the repair or restoration, the party requesting or obtaining the easement shall do so at the party's own expense. If the party requesting or obtaining the easement does not pay for the repair and restoration, the Owner shall do so at the Owner's expense.

Section 3.2 Streets. The Road and any other common areas are privately owned and maintained, and the Owners shall have a perpetual easement and right of way to travel the same. It is acknowledged and agreed that Salt Lake County is not currently obligated to improve or maintain the Road, lanes, easements or rights of way within the Property, and it is further acknowledged and agreed that Salt Lake County is not currently responsible for snow removal or similar services.

Section 3.3 Prohibition on Easements. No Owner may grant an easement over his Residential Property to any person other than an Owner of a Residential Property, or in favor of any property other than his Residential Property.

Section 3.4 Disclaimer. Subject to Section 3.1 above, nothing in this Article shall be construed to create or grant any new easement without the express written authorization of the Owner or Owners affected thereby.

ARTICLE 4

ARCHITECTURAL REVIEW AND APPROVAL

Section 4.1 Architectural Review and Approval Required. No substantial (greater than 1,000 square feet in size) construction or reconstruction of any residences and/or related buildings on any Residential Property, and no substantial alteration of any homes and/or related buildings on any Residential Property, shall be commenced unless and until the construction plans and specifications showing the size, nature, shape, height, materials, and proposed location of the construction, reconstruction, or substantial alteration have been submitted to and approved in writing by the Board; provided, however, that this review and approval requirement shall not apply to any plans that have been submitted for review and approval prior to the effective date of this Declaration. It is the intent and purpose of this Article 4 to assure quality, to protect the rights of surrounding Owners and Residential Properties, and to maintain harmony of external design with the existing Residential Properties with respect to location, size and scope, topography and finished grade elevations.

Section 4.2 Limitation on the Size of Residential Properties. Notwithstanding any other term or provision of this Declaration, the primary residence on a Residential Property shall not exceed a total of 12,000 square feet in size per acre, including all attached facilities, rooms, and spaces, garages (whether attached or detached), and basement areas. Further, no dwelling or other improvement or structure shall be more than two (2) stories in height above ground.

Section 4.3 Board Decision. The Board shall render its decision with respect to the proposed work within thirty (30) days after it has received all materials required by the Board with respect to the proposed work. If the Owner objects to the decision of the Board, the Owner shall have the right to appeal to the other Owners. The decision of the Board with respect to architectural and design review may be reversed by a vote of 2/3 of the Owners at an annual meeting or a special meeting of the Owners.

Section 4.4 Board Discretion. The Board may withhold consent to or approval of any proposed construction, reconstruction, or substantial alteration if the Board, in its reasonable discretion, finds that the proposed work would be inappropriate for the particular location or property. Considerations such as siting, shape, size and scope, design, height, impairment of the view from other Residential Properties, or other effect on the use or enjoyment of other Residential Properties, disturbance of existing terrain and vegetation, and any other factors which the Board reasonably believes to be relevant, may be taken into account by the Board in determining whether or not to approve or consent to any such proposed work.

Section 4.5 No Liability. No member of the Board shall be liable to any Owner, occupant, builder, or developer for any damage, loss or prejudice suffered or claimed on account of the Board's action or failure to act pursuant to this Article 4, provided that the Board has acted in good faith.

Section 4.6 Nonwaiver of Rights. Consent by the Board to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing the Board's right to withhold approval of any similar matter thereafter proposed or submitted to the Board for review and approval.

Section 4.7 Effective Period of Consent. The Board's consent to or approval of any proposed work shall automatically be deemed to be revoked one year after issuance unless construction on the work has been commenced or the Owner has applied for and received an extension of time from the Board.

Section 4.8 Estoppel Certificate. Within thirty (30) working days after a written request is delivered to the Board by the Owner, the Board shall provide the Owner with an estoppel certificate acknowledged and executed by the designated representative or representatives of the Board, certifying with respect to any Residential Property owned by the Owner that, as of the date thereof, all construction, reconstruction and/or substantial alteration made to or done upon the Residential Property comply with this Declaration. Any purchaser from the Owner, and any mortgagee or other person holding a lien or interest in the property shall be entitled to rely on such certificate, such matters being conclusive as between the Association, the Board, and all Owners, and any parties with a lien on or interest in the property.

ARTICLE 5

MAINTENANCE AND ASSESSMENTS

Section 5.1 Assessments – Type, Purpose and Use. The Association shall have the power to levy or impose annual assessments (sometimes referred to as “dues”) and/or special

assessments. All assessments levied or imposed by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners and, in particular, for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Residential Properties. All assessments shall be assessed equally against each Residential Property, and shall be deemed to be a debt of the Owner at the time the assessment is made.

Section 5.2 Budget and Annual Assessments. At least annually, the Board shall prepare a budget for the costs incurred in connection with the ordinary resurfacing and repair of the Road, snow removal, utility services, and other expenses and liabilities incurred by the Association. The Board shall present the proposed budget at a meeting of the Owners. Owners may call a special meeting within forty-five (45) days of the meeting at which the proposed budget was presented to vote to disapprove the budget. The disapproval of a proposed budget shall require the written objection of at least a Majority of Owners. If a proposed budget is disapproved, the prior year's budget continues until the Board presents another budget that is not disapproved by the Owners.

Section 5.3 Special Assessments. In addition to annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying all or part of the cost of any major construction, reconstruction, replacement, or unexpected repair or maintenance of the Road or other common area, or defraying all or part of the cost of any other one-time expenditure not paid for out of the regular annual assessments; provided, however, that no such special assessment may be levied without the approval of at least two-thirds (2/3) of the Owners.

Section 5.4 Reserve Analysis. Prior to an annual meeting of the Owners, the Board shall perform an analysis to determine whether a reserve fund to accumulate money to cover the cost of repairing, replacing, and restoring the Road or other common area is necessary or appropriate. A reserve analysis shall be conducted no less frequently than every three years. At the annual meeting of Owners, the Board shall present the most recent reserve analysis and provide an opportunity for Owners to discuss and vote on whether to fund a reserve fund and, if so, how to fund the reserve and in what amount.

Section 5.5 Reserve Fund. Any reserve fund shall be maintained separate from other Association funds. The Board may not use reserve fund money for ordinary maintenance expenses, unless at least two-thirds (2/3) of the Owners approve in writing the use of reserve fund money for any purpose other than the purpose for which the reserve fund was established.

Section 5.6 Lien and Personal Obligation for Assessments. Each Owner of a Residential Property shall be deemed to covenant to pay all assessments and other charges which may be established from time to time in the manner provided in this Declaration. Such assessments and charges, together with any applicable interest, expenses or attorneys' fees shall be a charge on the land and, pursuant to Utah Code §57-8a-301, as may be amended from time to time, a lien upon the Residential Property against which such assessments or charges are made. Such assessments, charges and other costs shall also be the personal obligation of the person who was the Owner of such Residential Property at the time the assessment or charge fell due. Such

liens and personal obligations may be enforced in the manner set forth in Article 6 below or applicable law.

ARTICLE 6

ENFORCEMENT

Section 6.1 Violation of Protective Covenants. If any Owner constructs or permits to be constructed on his Residential Property buildings or structures contrary the provisions of this Declaration, or causes or permits any activity, condition or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated, then the Board shall notify the Owner in writing of any such violations and demand that the Owner remedy or abate the violations. If the Owner is unable, unwilling, or refuses to comply with the Board's specific directives for remedy or abatement, or the Owner and the Board cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, the Board, on behalf of the Association, shall have the right but not the obligation to do any or all of the following:

(a) Assess fines against such Owner in such amount as the Board may determine to be reasonable under the circumstances; provided, however, that no fine or penalty for the violation of Section 2.12 (obligations with respect to animals and pets) shall exceed \$100 per occurrence.

(b) Bring a suit or action against the Owner to enforce this Declaration.

Section 6.2 Default in Payment. If an assessment or other charge imposed under this Declaration is not paid within thirty (30) days of its due date, such assessment or charge shall become delinquent and shall bear interest from the due date at the rate of twelve percent (12%). In the event of default, the Board, on behalf of the Association, shall have the right but not the obligation to exercise any or all of the following remedies:

(a) Suspend the Owner's voting rights until the amounts due, together with any other charges under this Declaration, are paid in full. In no event, however, shall the Association deprive any Owner of access to and from his Residential Property.

(b) Foreclose the lien against the Residential Property for any assessment or other charges imposed under this Declaration against the Owner of the Residential Property in accordance with the Community Association Act. Pursuant to Utah Code §§ 57-1-20 and 57-8a-302, as may be amended from time to time, the Declarant hereby conveys and warrants to the individual or entity appointed as trustee with the power of sale of any Residential Property or Residential Properties and Improvements thereto for the purpose of securing payment of any assessments or other charges imposed by the terms of this Declaration

(c) Bring an action to recover a money judgment for unpaid assessments, fines, interest and charges under this Declaration without foreclosing or waiving the lien described in subparagraph (b) above.

(d) The Association shall have any other remedy available to it under the Community Association Act, other applicable law, or in equity.

Section 6.3 Enforcement of Remedies. In determining whether or not to enforce the remedies set forth in Sections 6.1 and 6.2, the Board shall exercise its business judgment, taking into account common and practical concerns, such as the strength of its legal position, whether the defaults or violations are technical or minor, or whether or not it is in Association's best interests to pursue the matter and, if so, to what extent.

Section 6.4 Notification of Mortgagee. The Board may notify any mortgagee or any beneficiary of a trust deed on a Residential Property of any default in the performance of this Declaration by the Owner of the Residential Property which is not cured within ninety (90) days.

Section 6.5 Interest, Expenses and Attorneys' Fees. Any amount not paid to the Association when due in accordance with this Declaration shall bear interest at the rate of twelve percent (12%) from the due date until paid. A late fee may be charged for each delinquent assessment in an amount established by the Board, provided that the late fee shall not exceed twenty percent (20%) of the assessment. If the Association brings any suit, action or proceeding to enforce this Declaration, or to collect any money due hereunder or to foreclose a lien, the Owner of the subject property shall pay to the Association all costs and expenses incurred by it in connection with such suit, action or proceeding. The prevailing party in the suit, action, or proceeding shall recover from the other party such attorneys' fees as the court may find to be reasonable.

Section 6.6 Nonwaiver of Remedies. An election by the Association to pursue any remedy provided in this Declaration shall not prevent any concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies available to the Association. An aggrieved Owner may file suit against the Association to recover damages or to enjoin, abate or remedy any violation of this Declaration.

ARTICLE 7

BYLAWS OF THE ASSOCIATION

Section 7.1 Powers and Obligations of Association. Unless otherwise provided in the Articles of Incorporation, the Association shall have, exercise and perform all of the following powers, duties and obligations:

- (a) The powers, duties and obligations granted to the Association by the Articles of Incorporation and this Declaration.
- (b) The powers and obligations of a nonprofit corporation under the Nonprofit Corporation Act or other applicable law.
- (c) Any additional or different powers, duties and obligations necessary or desirable for carrying out the functions and purpose of the Association, or otherwise promoting the general health, safety, welfare, and benefit of the Owners.

Section 7.2 Corporate Records. The Association shall maintain appropriate accounting records. The Association shall also keep as permanent records:

- (a) Minutes of all meetings of the Owners and the Board;
- (b) A record of all actions taken by the Owners and the Board without a meeting;
- (c) A record of all action taken by any committee in place of the Board; and
- (d) All waivers of notice of any meeting of the Owners, the Board, or committees acting in place of the Board.

Section 7.3 Members. Every Owner of a Residential Property shall be a Member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership. The Association shall have only one class of membership.

Section 7.4 Annual Meeting of Owners. The Owners shall hold an annual meeting on the first Tuesday in March of each year, or at such other time as may be designated by the Board. The Board shall cause written notice to be given stating the place, day, and hour of the meeting. Notice shall be given at least ten (10) but less than thirty (30) days before the date of the meeting. At the meeting, the Board shall present the budget described in Section 5.2 above and the most recent reserve analysis, if any, and the Owners may consider and act on any other matter that may properly come before the Owners at the meeting.

Section 7.5 Special Meetings of Owners. A special meeting of the Owners may be called at any time by written request or notice signed by a Majority of the Directors, a Majority of the Officers, or by at least ten percent (10%) of all the Owners. Notice of a special meeting of Owners shall be given not less than ten (10) days prior to the date fixed for the meeting. The notice of any special meeting shall state the date, time, and place of the meeting, and the matters to be considered at the meeting.

Section 7.6 Voting at Meeting of Owners. At any meeting of Owners, each Owner present or represented at the meeting (including by proxy) shall be entitled to one (1) vote per Residential Property owned by the Owner. Upon the verbal or written request of any Owner, a vote shall be by secret ballot. In the event of multiple ownership of a Residential Property, the multiple Owners shall cumulatively have only one (1) vote and shall come to agreement among themselves as to how the vote shall be cast.

Section 7.7 Quorum. At an annual or special meeting of the Owners, fifty percent (50%) or more of the Owners present or represented at the meeting (including by proxy) constitutes a quorum for purposes of voting on a matter. Owners may take action on a matter at the meeting only if a quorum exists. Once an Owner is present or represented for any purpose at a meeting, including the purpose of determining that a quorum exists, the Owner shall be considered present for quorum purposes for the remainder of the meeting and any adjournment

of that meeting. If a quorum exists, action on a matter, including the election of Directors, is approved if the votes cast favoring the action exceed the votes cast opposing the action.

Section 7.8 Proxies. On any matter as to which an Owner is entitled to cast the vote for his Residential Property, such vote may be cast in person or by proxy. A proxy shall be in writing and specify the Residential Property for which it is given, signed by the Owner or his duly authorized representative, dated, and presented to the Association's Secretary prior to the commencement of the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Owner giving such proxy is entitled to cast at the meeting. All proxies are revocable by the Owner giving the proxy.

Section 7.9 Action Without a Meeting by Consent. Owners may take any actions that Utah law requires or permits the Owners to take at a meeting without holding a meeting and without prior notice by written consent. Owners shall sign, date, and deliver such consents to the Secretary within sixty (60) days after the meeting to which such consent relates. Such consents shall have the same force and effect as a vote of the Owner at the meeting. Unless the written consents of all Owners have been obtained, notice of any Owner approval shall be given at least ten (10) days before the consummation of the transaction, action or event authorized to all Owners who have not consented in writing. Such notice shall contain or be accompanied by the same information and/or materials that would have been required to be sent in the notice for the meeting.

Section 7.10 Meetings by Telecommunication. Any or all Owners may participate in any Owner meeting through the use of any means of communication by which all persons participating in the meeting may hear each other during the meeting. An Owner participating through the use of such means is considered to be present in person at the meeting.

Section 7.11 Waiver of Notice. An Owner may waive any notice required by the Declaration, the Community Association Act or the Nonprofit Corporation Act, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. Such waiver shall be in writing and signed by the Owner and delivered to the Association. An Owner's attendance at a meeting waives objection to the lack of notice or a defective notice of the meeting unless the Owner objects at the beginning of the meeting.

Section 7.12 Powers and Duties of the Board. Unless otherwise provided in the Articles of Incorporation or the Nonprofit Corporation Act, the Association's affairs shall be governed by a Board, which shall have all powers, duties and responsibilities provided by law, by the Association's Articles of Incorporation, and by this Declaration; provided, however, that the Board shall not be authorized to borrow money on behalf of the Association. Directors may participate in any Board meeting through any of the means described in Section 7.10. A Director participating through the use of such means is considered to be present in person at the meeting.

Section 7.13 Directors. As set forth in the Articles of Incorporation, the Board shall consist of three (3) persons. Directors shall be elected by the Owners at the annual or a special meeting of Owners, and shall serve for two (2) years from the date of the annual meeting in which they are elected, when their successors are duly qualified and elected. Directors must be Owners, and each Director shall have one vote. At all Board meetings, a Majority of the

Directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the Directors present at the meeting at which a quorum is present shall constitute the Board's decision.

Section 7.14 Vacancy and Removal of Directors. If there is a vacancy in the Board, the remaining Directors shall elect a successor to hold the office until the next meeting of the Owners. Directors may be removed from the Board by the Owners, with or without cause, at any annual or special meeting of the Owners.

Section 7.15 Additional Facilities. The Board shall have authority to provide for Improvements, provided that the cost of such additional facilities and Improvements shall not exceed the sum of \$2,000. Improvements costing more than \$2,000 shall require the approval and consent of at least two-thirds (2/3) of the Owners.

Section 7.16 Officers. The Officers shall be a President, a Vice President, and a Secretary. Officers must be Owners. The Board may appoint such other Officers as it may deem desirable and such Officers shall have such authority and perform such duties as the Board may prescribe.

Section 7.17 Powers and Duties of the Officers. The Association's Officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer. The President shall be the Association's chief executive officer. The Secretary shall prepare or supervise the preparation of meeting minutes as required by Utah law.

Section 7.18 Checks and Contracts. As set forth in the Articles of Incorporation, all checks, drafts, agreements, and contracts must be signed by at least two (2) officers of the Association, one of whom shall be the President or Secretary.

Section 7.19 Resignation of Directors and Officers. A Director or Officer may resign at any time by giving notice to the Association. The resignation is effective when such notice is received by the Association unless the notice specifies a later date. A Director or Officer may deliver to the Division of Corporations of the Utah Department of Commerce a statement that he is resigning.

Section 7.20 No Liability. An Officer or Director of the Association shall not be liable to the Association or any Owner for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his duties, except for acts of gross negligence or intentional acts.

Section 7.21 Committees. The Board may create such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate. Committees shall exercise such authority as may be granted to them by the Board, provided that the Board may, in the exercise of its reasonable discretion, elect not to follow a committee's advice on any matter. Committees may not bind the Association contractually or financially. Committee members may serve no more than two consecutive two-year terms on the same committee.

Section 7.22 Architectural Review Committee. The Board shall establish an Architectural Review Committee to study and make recommendations to the Board and carry out the duties and responsibilities set forth in Article 4.

Section 7.23 Insurance. The Association shall maintain:

(a) Liability insurance, including medical payments insurance, covering occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, repair, maintenance, or administration of the Road and any other common area in such amount as the Board may determine.

(b) Such other insurance as the Board determines to be appropriate or necessary.

(c) All insurance policies must be written by a company or companies holding a rating of "AA" or better from Best's Insurance Reports.

ARTICLE 8

MISCELLANEOUS

Section 8.1 Registration of the Association. To the extent required by law, the Association shall be registered with the State of Utah.

Section 8.2 Amendments. These Bylaws may be amended by the affirmative vote or written consent of at least 2/3 of the Owners.

Section 8.3 Conflicts. If there are conflicts among the provisions of Utah law, the Articles of Incorporation, the Declaration, then the Utah law, the Articles of Incorporation, and the Declaration (in that order) shall prevail.

Section 8.4 Construction; Severability; Number; Captions. This Declaration shall be liberally construed as an entire document to accomplish the purposes stated herein. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

As used herein, the singular shall include the plural, and the plural the singular, and the masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration; provided, however, that the Recitals set forth above are incorporated into and made binding provisions of this Declaration.

Section 8.5 Notices. Any notice or other document permitted or required by this Declaration may be delivered as allowed by law, including personal delivery, email, text, fax, or mail. Delivery by email, text, fax, or mail shall be deemed made twenty-four (24) hours after having been emailed, texted, faxed or deposited in the United States mail, first class, postage prepaid, addressed as follows:

(a) If to an Owner, at the address of his Residential Property or such other address that the Owner requests in writing.

(b) If to the Association, the mailing address of the Association on file with the Division of Corporations of the Utah Department of Commerce.

(c) An Owner may, by written demand, require the Association to provide notice to the lot owner by mail.

The address of a party may be changed by the party at any time by notice in writing delivered as provided herein.

Section 8.6 Effective Date. This Declaration shall become effective the date it is recorded in the real property records of Salt Lake County, Utah.

IN WITNESS WHEREOF, the undersigned have executed this Declaration the 7th 26th day of ~~May, 2016.~~ April, 2017

FOREST BEND LANE PROPERTY OWNERS ASSOCIATION, INC.

By: [Signature]
Title: President

By: [Signature]
Title: Secretary

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


On the 26th day of April, 2017, personally appeared before me Kenneth Baldwin and Monty Andrus, who by me being duly sworn, did say that they are the President and Secretary of the Forest Bend Lane Property Owners Association, Inc., an association of all Owners of the Residential Properties on Forest Bend Drive, and that the within and foregoing instrument was signed in behalf of said Association by authority of a resolution of its Owners, and said Kenneth Baldwin and Monty Andrus duly acknowledged to me that the Association executed the same.


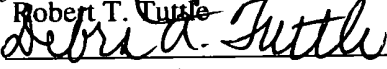


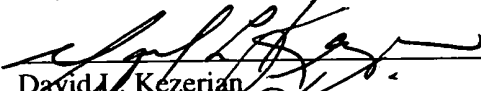
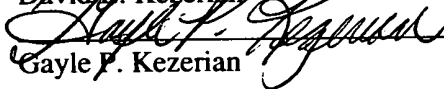
NOTARY PUBLIC Brenda Pendleton
Residing At: South Jordan UT
Commission Expires: 1-28-2020

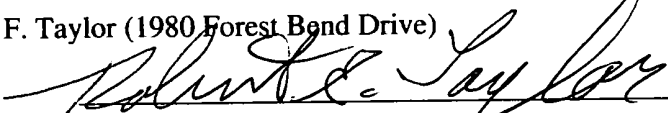
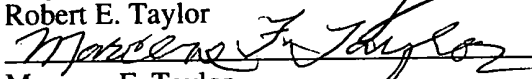
EXHIBIT A

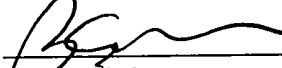
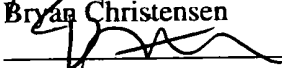
The undersigned Owners hereby consent to and agree that their respective Residential Properties are and shall be held subject to the covenants, conditions, restrictions, easements, and charges set forth in the foregoing Amended and Restated This Amended and Restated Declaration of Protective Covenants and Bylaws of the Forest Bend Lane Property Owners Association, Inc., which shall run with their respective properties and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each Owner of a Residential Property:

1. Boyd J. Tuttle (1994 Forest Bend Drive)
 Tuttle

2. Robert T. and Debra A. Tuttle (1990 Forest Bend Drive)

Robert T. Tuttle

Debra A. Tuttle

3. David L. and Gayle P. Kezerian (1950 Forest Bend Drive)

David L. Kezerian

Gayle P. Kezerian

4. Robert E. and Marcene F. Taylor (1980 Forest Bend Drive)

Robert E. Taylor

Marcene F. Taylor

5. Bryan and Kristen Christensen (1900 Forest Bend Drive)

Bryan Christensen

Kristen Christensen

6. E. Hunter and Ida P. Hale (1967 Forest Bend Drive)

E. Hunter Hale

Ida P. Hale

7. Valerie S. Whitehouse (1965 Forest Bend Drive)

Valerie S. Whitehouse

Valerie S. Whitehouse

8. Meham Holdings, LLC _____ (7755 Forest Bend Drive)

Kenneth J. Baldwin, Manager
By: Kenneth J. Baldwin, its Manager

9. John M. and Julie L. Clawson (7628 Forest Bend Drive)

John M. Clawson

Julie L. Clawson
Julie L. Clawson

EXHIBIT B

The land described in the foregoing Amended and Restated Declaration of Protective Covenants and Bylaws of the Forest Bend Lane Property Owners Association, Inc., is situated in Salt Lake County, Utah, and described more particularly as follows:

Beginning at the Southeast Corner of Section 28, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running;

Thence East 403.73 feet to the west line of Highland Drive;

Thence southwesterly 269.10 feet along the arc of a 886.36 foot radius curve to the left, (center bears South 54°17'05" East and long chord bears South 27°01'04" West 269.10 feet, with a central angle of 17°23'43") along the west line of Highland Drive;

Thence North 71°00'00" West 176.05 feet;

Thence South 48°40'00" West 275.29 feet to the north line of Red Birch Estates Subdivision;

Thence North 51°19'10" West 47.30 feet along the north line of Red Birch Estates Subdivision;

Thence North 33°28'02" West 109.88 feet along the north line of Red Birch Estates Subdivision;

Thence North 39°52'30" West 62.03 feet along the north line of Red Birch Estates Subdivision;

Thence North 56°43'48" West 130.81 feet along the north line of Red Birch Estates Subdivision;

Thence North 84°55'21" West 100.19 feet along the north line of Red Birch Estates Subdivision;

Thence North 56°43'10" West 210.46 feet along the north line to the Northwest Corner of Red Birch Estates Subdivision;

Thence North 80°18'16" West 23.30 feet;

Thence North 54°30'00" West 29.31 feet;

Thence North 59.22 feet the along center;

Thence North 65°54'00" West 82.10 feet;

Thence North 46°57'00" West 88.50 feet;

Thence South 79°13'00" West 162.00 feet;

Thence North 51°14'00" West 86.40 feet;

Thence North 4°14'00" West 177.00 feet;

Thence North 41°15'00" West 72.90 feet;

Thence North 86°59'13" West 52.67 feet;

Thence North 35°18'40" West 17.70 feet;

Thence North 55°25'02" West 38.90 feet;

Thence northwesterly 254.86 feet along the arc of a 300.00 foot radius curve to the right, (center bears North 34°34'58" East and long chord bears North 31°04'49" West 247.26 feet, with a central angle of 48°40'27");

Thence North 6°44'35" West 149.76 feet along the west line of Little Cottonwood Creek;

Thence northwesterly 67.82 feet along the arc of a 160.00 foot radius curve to the left, (center bears South West and long chord bears South 29°42'54" West 124.89 feet, with a central angle of 45°56'38");

Thence North 52°41'13" West 15.38 feet to the south line of Lot 18A, Cabellero Ranches Amended and Extended;

Thence North 63°27'00" East 5.12 feet along the south line to the Southeast Corner of Lot 18A, Cabellero Ranches Amended and Extended;

Thence North 63°28'33" East 319.90 feet;

Thence South 7°00'00" West 20.81 feet;

Thence North 82°44'19" East 7.72 feet;

Thence North 7°00'00" East 3.10 feet;

Thence North 84°04'08" East 36.42 feet;

Thence South 87°59'26" East 31.43 feet;

Thence South 80°54'02" East 16.46 feet;

Thence South 77°02'25" East 8.45 feet;

Thence South 63°54'50" East 28.55 feet;

Thence South 2.09 feet;
Thence South 67°45'02" East 19.08 feet;
Thence South 59°16'46" East 40.40 feet;
Thence North 7°00'00" East 16.93 feet;
Thence South 81°47'52" East 134.74 feet;
Thence South 84°59'28" East 54.71 feet;
Thence North 26°00'00" East 48.71 feet;
Thence North 49°33'11" West 30.38 feet;
Thence North 28°29'35" East 25.82 feet;
Thence North 31°38'37" East 23.01 feet;
Thence North 48°02'27" East 35.35 feet;
Thence North 54°05'47" East 19.95 feet;
Thence North 70°49'45" East 67.78 feet;
Thence North 29°43'32" East 30.95 feet;
Thence South 44°27'52" East 20.57 feet;
Thence North 59°32'18" East 12.67 feet;
Thence North 13°59'20" East 24.47 feet;
Thence North 3°31'46" East 23.54 feet to the south line of Forest Creek Cove PUD Amended;
Thence South 77°40'00" East 14.07 feet along the south line of Forest Creek Cove PUD Amended;
Thence South 16°34'00" West 54.38 feet along the south line of Forest Creek Cove PUD Amended;
Thence South 44°19'00" East 93.06 feet along the south line of Forest Creek Cove PUD Amended;

Thence South 7°10'00" East 53.15 feet along the south line of Forest Creek Cove PUD Amended;

Thence South 74°49'00" East 11.53 feet along the south line of Forest Creek Cove PUD Amended; to the Northwest Corner of Foxwood Subdivision;

Thence South 7°51'12" West 10.35 feet along the west line of Foxwood Subdivision;

Thence South 40°03'14" East 212.10 feet along the west line of Foxwood Subdivision;

Thence South 25°23'44" East 75.26 feet along the west line of Foxwood Subdivision;

Thence North 76°33'20" West 148.22 feet along the west line of Foxwood Subdivision;

Thence South 1°26'59" East 34.83 feet along the west line of Foxwood Subdivision;

Thence South 0°17'41" East 87.18 feet along the west line of Foxwood Subdivision;

Thence North 89°58'50" East 0.63 feet along the west line of Foxwood Subdivision;

Thence South 0°01'02" East 282.10 feet along the west line to the Southwest Corner of Foxwood Subdivision;

Thence South 89°49'09" East 204.00 feet along the south line of Foxwood Subdivision;

Thence North 19°58'58" East 49.33 feet along the south line of Foxwood Subdivision;

Thence South 74°04'43" East 246.05 feet along the south line to an interior corner of Foxwood Subdivision;

Thence South 1°20'09" East 17.77 feet along the west line to the Southwest Corner of Foxwood Subdivision;

Thence South 0°34'13" East 427.43 feet to the point of beginning.

Contains approximately 1,151,184 square feet 26.428 acres.