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Richmond American Homes of Utah, Inc.
c/o Benson Whitney
849 West Levoy Dr,
Salt Lake City, Utah 84123

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RAY QUINNEY & NEBEKER
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**DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOUTH HILLS POD 4**

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTH HILLS POD 4 (this "Declaration") is made and executed this 13th day of March, 2018, by Richmond American Homes of Utah, Inc., a Colorado corporation, with an address of 849 West Levoy Dr, Salt Lake City, Utah 84123 ("Declarant").

RECITALS

A. Declarant is the owner of certain real property in Herriman City, Salt Lake County, Utah, more particularly described on Exhibit A attached hereto (the "Property"). Declarant desires to develop the Property as a single-family residential development to be known as "South Hills POD 4 Subdivision" (the "Project"). The Project shall consist of sixty nine (69) single-family Lots.

B. By this Declaration, Declarant desires and intends to develop a common scheme and planned community on the Project, as shown on the Plat, for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Project.

C. In order to efficiently manage and to preserve the value and appearance of the Project, it is necessary and desirable to create a nonprofit corporation to maintain Common Areas in the Project; to collect assessments and disburse funds as hereinafter set forth; and to perform such other acts as shall generally benefit the Project and the Homeowners. South Hills Pod 4 Owners Association, Inc., a homeowners association and nonprofit corporation, has or will be incorporated for the purpose of exercising the aforementioned powers and functions. It is intended that this Declaration shall serve as a binding contract between the Association and each Owner; however, nothing herein is intended to create a contractual relationship between Declarant and the Association or Declarant and any Owner, or to inure to the benefit of any third-party. Additionally, it is not intended that this Declaration should be read in conjunction with any deed or real estate purchase contract to create privity of contract between Declarant and the Association.

DECLARATION

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered, and used subject to the following easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions, and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Declarant, and each Owner by acceptance of a deed to a Lot, hereby agree, acknowledge and understand that the Project is not, by execution and recording of this Declaration, being submitted to the provisions of the Utah Condominium Ownership Act, §§ 57-8-1, *et seq.*, Utah Code Ann. (the "Condominium Act"). This Declaration does not constitute a declaration as provided for in the Condominium Act and the provisions of the Condominium Act shall not be applicable to Property or any portion thereof. In addition, the Project is not a cooperative under Title 57, Chapter 23, Utah Code Ann.

ARTICLE I

DEFINITIONS

The following words, phrases, or terms used in this Declaration shall have the following meanings:

(a) "Annual Assessment" shall mean the charge levied and assessed each year against each Lot pursuant to Section 4.2 hereof.

(b) "Articles" shall mean and refer to the Articles of Incorporation of the Association.

(c) "Association" shall mean South Hills Pod 4, Phase 1 Owners Association, Inc., a Utah nonprofit corporation or limited liability company, organized or to be organized to administer and enforce the covenants and to exercise the rights, powers, and duties set forth in this Declaration.

(d) "Board" shall mean the Board of Trustees of the Association.

(e) "Bylaws" shall mean and refer to the Bylaws of the Association, as amended from time to time. A copy of the Bylaws is attached hereto and incorporated herein as Exhibit B.

(f) "Committee" shall mean and refer to the Architectural Control Committee established pursuant to Article VII hereof.

(g) "Common Area" shall mean all land within the Project that is now or in the future designated as Common Area by this Declaration and any amendments hereto, areas shown or otherwise designated as Common Area or Open Space on the Plat, and amendments and supplements thereto, or for which the Association has been granted an easement or which the Association has been permitted to use. Common Area shall

include, but not be limited to, areas shown on the Plat as: (i) open space; and (ii) private road(s).

(h) "Common Expenses" shall mean all expenses for maintenance, repairs, landscaping, utilities and taxes incurred on or in connection with Common Areas within the Project, all insurance premiums, all expenses incurred in connection with enforcement of this Declaration, all expenses expressly declared to be Common Expenses by this Declaration or the Bylaws of the Association, and all other expenses which the Association is entitled to incur pursuant to the provisions of this Declaration or its Bylaws. Common Expenses do not include any utility services which are separately billed or metered to individual Lots, which separately billed or metered utility services shall be the sole responsibility of the applicable Lot Owner.

(i) "Declarant" shall mean and refer to Richmond American Homes of Utah, Inc., a Colorado corporation and/or any successor to said company which, either by operation of law or through a voluntary conveyance or transfer, comes to stand in the same relationship to the Project as did its predecessor.

(j) "Lot" shall mean any of the sixty nine (69) detached, single-family home building pads, separately numbered and individually described on the Plat and intended for private use and ownership, and any such additional building pads platted in future phases of the Project, if any.

(k) "Maintenance Charges" shall mean any and all costs assessed against an Owner's Lot and to be reimbursed to the Association for work done pursuant to Sections 5.2 and 5.3 and fines, penalties and collection costs incurred in connection with delinquent Annual Assessment or Special Assessment pursuant to Section 4.6.

(l) "Member" shall mean any person that is a member of the Association pursuant to the provisions of Section 2.1.

(m) "Owner" shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot. If there is more than one record holder of legal title to a Lot, each record holder shall be an "Owner."

(n) "Plat" shall mean the collective reference to the duly approved and recorded plat previously filed in the office of the Salt Lake County Recorder for the Project, and all future plats for future phases of the Project, if any, which may be added to the Project at Declarant's discretion as provided in Section 10.4 below.

(o) "Project" shall mean the collective reference to: (i) South Hills Pod 4 Subdivision and (ii) all future plats for future phases of South Hills Pod 4, if any, which may be added to the Project at Declarant's discretion as provided in Section 11.4 below, as shown on the Plat and governed by this Declaration.

(p) "Property" shall mean and refer to that certain real property located in Herriman City, Salt Lake County, State of Utah, and more particularly described on Exhibit A hereof, as amended from time to time as provided herein.

(q) "Reinvestment Fee" shall mean the charge which may be levied and assessed pursuant to Section 4.9. The Reinvestment Fee assessed, if any, shall be in compliance with Utah Code Ann. §57-1-46, as may be amended or replaced.

(r) "Special Assessment" shall mean any assessment levied and assessed pursuant to Section 4.3.

ARTICLE II

MEMBERSHIPS AND VOTING

2.1 Membership. Every Owner shall be a Member of the Association. No evidence of membership in the Association shall be necessary other than evidence of ownership of a Lot. Membership in the Association shall be mandatory and shall be appurtenant to the Lot in which the Owner has the necessary interest. The rights and obligations of a Member shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership of an Owner's Lot, and any such transfer shall automatically transfer the membership appurtenant to such Lot to the new Owner thereof. Each Member shall have a non-exclusive right and easement for use and enjoyment of all Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Notwithstanding the foregoing, a Member's right and easement of use and enjoyment is subject to the following:

(a) The right of Herriman City, Salt Lake County and any other governmental or quasi-governmental body having jurisdiction over the Project to access and have ingress and egress to, from, over and across all Common Areas;

(b) The rights of the Association and the Declarant set forth in this Declaration.

2.2 Voting Rights. The Association shall have the following-described two (2) classes of voting membership:

(a) Class A. Class A Members shall be all Owners, except Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which the interest required for membership in the Association is held. Although each of the multiple Owners of a single Lot shall be a Class A Member, in no event shall more than one (1) Class A vote exist or be cast on the basis of a single Lot. Which of the multiple Owners of a single Lot shall cast the vote on the basis of that Lot is determined under Section 2.3 of this Article II.

(b) Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to seventy (70) votes for each Lot in which the interest required for membership in the Association is held, it being Declarant's express intention that the Class B Member shall control the voting of the Association until the termination of the Class B membership. The Class B membership shall cease and the Declarant shall become a Class A Member upon the first to occur of the following: (i) the sale and conveyance by Declarant to purchasers of all of the Lots contained in the Project; (ii) the expiration of fifteen (15) years after the date on which Declarant first conveys to a

purchaser fee title to a Lot; or (iii) when, in its discretion, the Declarant so determines. Furthermore, Declarant shall have the right to waive its right to vote as a Class B Member as to one or more matters, while retaining its right to vote as to other matters.

2.3 Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists. Time-sharing is strictly prohibited for any Lot.

2.4 Lists of Owners. The Association shall maintain up-to-date records showing the name of each person who is an Owner, the address of such person, and the Lot which is owned by such person. In the event of any transfer of a fee or undivided fee interest in a Lot, either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Salt Lake County, Utah. The Association may for all purposes act and rely on the information concerning Owners and Lot ownership which is thus acquired by it, or at its option, the Association may act and rely on current ownership information respecting any Lot or Lots which is obtained from the office of the County Recorder of Salt Lake County, Utah. The address of an Owner shall be deemed to be the address of the Lot owned by such person unless the Association is otherwise advised.

ARTICLE III

ASSOCIATION

3.1 Formation of Association. The Association shall be a nonprofit Utah corporation charged with the duties and invested with the powers prescribed by law and set forth in its Articles and Bylaws and this Declaration. Neither the Articles nor Bylaws of the Association shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or any amendments thereto. Specifically, the Association is formed for the limited purpose of owning, operating, and maintaining the Common Area located within the Project, in a manner consistent with the terms of this Declaration, and for the purpose of collecting assessments and disbursing funds for such purpose.

3.2 Registered Agent. The Registered Agent of the Association shall be CT Corporation System at the address of 1108 E. South Union Avenue, Midvale, Utah, 84047.

3.3 Board of Trustees and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws of the Association as the same may be amended from time to time. The initial Board shall be composed of three (3) natural persons, designated by Declarant, who need not be Members of the Association. Declarant shall then have the sole power and authority to add and remove Board members until the termination of the Class B membership as provided in Section

2.2(b) above. After the termination of the Class B membership as provided in Section 2.2(b) above, the Board may, upon the majority vote of all Owners of the Lots entitled to vote, be expanded to a total of five (5) natural persons, and the additional two persons need not be Members. The Board may also appoint various committees pursuant to Article VIII below and may appoint and hire at Association expense a manager or management company, who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board may task any such manager or management company with running Association meetings, keeping minutes, giving notices, being the custodian of corporate records, maintaining a record of Owners, receiving or giving receipts, paying out debts of the Association, making reports to the Board, and any other duty(ies) incident to the office of secretary or treasurer and such other duties as from time to time be assigned by the Board. The Board shall determine the compensation to be paid to the manager, the management company or any other employee of the Association. At Declarant's option, so long as Declarant owns at least one (1) Lot in the Project, Declarant may appoint one member of the Board.

Unless specifically set forth in this Declaration, no action may be brought by the Association, or its Board, or Officers on behalf of any Owner, as its respective interest may appear, with respect to any cause of action relating to the Common Area and related facilities.

3.4 Personal Liability. Neither the Declarant, any manager or member of Declarant, nor any member of the Board, officer, manager or other employee or committee member of the Association shall be personally liable to any Member, or to any other person, including the Association, for any damage, loss, claim or prejudice suffered or claimed on account of any act, omission to act, negligence, or other matter, of any kind or nature except for acts performed intentionally and with malice.

ARTICLE IV

ASSESSMENTS

4.1 Purpose of Assessments; Assessment Lien. All Members of the Association hereby covenant and agree, and each Owner, except Declarant, by acceptance of a deed to a Lot is deemed to covenant and agree, to pay to the Association the following assessments and charges: (a) Annual Assessments, (b) Special Assessments, (c) Maintenance Charges, and (d) Reinvestment Fees, all such assessments and charges to be established and collected as hereinafter provided. The Annual Assessments and Special Assessments shall include provision for a reasonable reserve fund, as determined by the Board. The Annual Assessments, Special Assessments, Maintenance Charges and Reinvestment Fees, together with interest, costs and reasonable attorneys' fees, shall be secured by a lien (the "Assessment Lien") on the Lot to which they relate, in favor of the Association, which shall be a continuing servitude and lien upon the Lot against which each such assessment or charge is made. The Assessment Lien shall be a charge on the Lot, shall attach from the date when the unpaid assessment or charge shall become due, and shall be a continuing lien upon the Lot against which each assessment is made. Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The Assessment Lien may be foreclosed by the Association in

substantially the same manner as provided for non-judicial foreclosure of deeds of trust on real property upon the recording of a Notice of Delinquent Assessment or charge as set forth in Section 4.6 hereof and/or the foreclosure rights and methods described in the Community Association Act, Utah Code Ann. ("U.C.A.") 57-8a. In order to facilitate the foreclosure of any such Assessment Lien in the manner provided at law for the foreclosure of deeds of trust, the Board may designate a trustee with full power of sale, to foreclose any such Assessment Liens as directed by the Board. Such trustee, and any successors, shall not have any other right, title or interest in the Project beyond those rights and interests necessary and appropriate to foreclose any Assessment Liens against Lots arising pursuant hereto. In any such foreclosure, the Owner of the Lot being foreclosed shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the Assessment Lien being foreclosed. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale. If an Owner fails or refuses to pay any Assessment when due, the Board shall have the right, after giving notice and an opportunity to be heard in accordance with the Community Association Act, U.C.A. 57-8a, to terminate an Owner's right (a) to receive utility services paid as a Common Expense and (b) of access and use of any recreational facilities constituting a portion of the Common Areas. Notwithstanding anything in this Declaration to the contrary, Declarant shall not be charged, and is exempt from paying, any assessments, whether Annual, Special, Maintenance or otherwise, with respect to Lots owned by Declarant.

4.2 Annual Assessments. Annual Assessments for each Owner of a Lot shall include the Owner's pro rata share of Common Expenses associated with the Common Areas based on the total amount of Lots in the Project. Commencing on the date on which Declarant first conveys to a purchaser fee title to a Lot, an Annual Assessment shall be made against each Lot, except any Lot owned by Declarant, for the purpose of paying (or creating a reserve for) all Common Expenses.

4.3 Special Assessments. In addition to the Annual Assessment authorized above, the Association may levy, except with respect to Lots owned by Declarant, in any assessment period, a Special Assessment applicable to that period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, or for the purpose of defraying other extraordinary expenses; provided that any such assessment shall have the assent of a majority of the total number of votes held by the Members who are voting in person or by proxy at a meeting duly called for such purpose. Special Assessments for Common Areas shall be paid pro rata by the Owners of all of the Lots based on the total number of Lots in the Project.

4.4 Uniform Rate of Assessment. Annual Assessments for Lots shall be fixed at a uniform rate for all Lots, except Lots owned by Declarant, and may be collected on a yearly basis or more frequently if the Board shall so determine.

4.5 Establishment of Annual Assessment Period. The period for which the Annual Assessment is to be levied (the "Assessment Period") shall be the twelve month period beginning January 1 of each year. The Board, in its sole discretion from time to time, may change the Assessment Period by recording with the County an instrument specifying the new Assessment Period. The Board shall fix the amount of the Annual Assessment against each applicable Lot at

least thirty (30) days in advance of the end of each Assessment Period. Written notice of the Annual Assessment shall be sent to each Member. Failure of the Association to send a bill to any Member shall not relieve the Member of liability for payment of any assessment or charge. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

4.6 Effect of Nonpayment. Any assessment or charge or installment thereof not paid when due shall be deemed delinquent and in the discretion of the Board may bear interest from thirty (30) days after the due date until paid at the rate of interest of eighteen percent (18%) per annum, and the Member shall be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting the same. The Board may also record a Notice of Delinquent Assessment or Charge (the "Notice") against any Lot as to which an assessment or charge is delinquent. The Notice shall be executed by an officer of the Association or a member of the Board, set forth the amount of the unpaid assessment, the name of the delinquent Owner, and a description of the Lot. The Board may establish a fixed fee to reimburse the Association for the Association's cost in recording such Notice, processing the delinquency, and recording a release of such lien, which fixed fee shall be treated as part of the Maintenance Charge of the Association secured by the Assessment Lien. The Association may bring an action at law against the Owner personally obligated to pay the delinquent assessment and/or foreclose the lien against such Owner's Lot. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the benefits derived from assessments or abandonment of such Owner's Lot.

4.7 Priority of Lien. The Assessment Lien provided for herein shall be subordinate to any first mortgage lien held by, or first deed of trust of which the beneficiary is, a lender who has loaned funds with a Lot as security, or held by the lender's successors and assigns, and shall also be subject and subordinate to liens for taxes and other public charges. Except as provided above, the Assessment Lien shall be superior to any and all charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon each Lot. Sale or transfer of any Lot shall not affect the Assessment Lien.

4.8 Fines. Without limiting the foregoing, the Association shall have the right after written notice to a violating Member, and the Member's failure to cure such violation within ten (10) days following receipt of the written notice, to assess a fine against any violating Member in the amount of up to \$100 per day from the date of the written notice for each violation of this Declaration (which amount shall be approved by the Board of the Association). Each fine shall become part of the Assessment Lien.

4.9 Reinvestment Fees. Subject to the terms and conditions of Section 4.9(b) below, the Board shall have the right to establish from time to time (but shall not be required to establish) a Reinvestment Fee assessment in accordance with this Section 4.9. If established by the Board, the following terms and conditions shall govern Reinvestment Fees.

(a) Upon the occurrence of any sale, transfer or conveyance (as applicable, a "Transfer") of any Lot, but excluding the initial sale or Transfer by or to Declarant or an affiliate or successor of Declarant, the party receiving title to the Lot (the "Transferee")

shall pay to the Association a Reinvestment Fee in an amount to be established by the Board from time to time. The initial Reinvestment Fee shall be the lesser of (a) \$200.00, or (b) the maximum rate permitted by applicable law.

(b) Notwithstanding anything to the contrary contained in this Section 4.9, the Association shall not levy or collect a Reinvestment Fee for any of the Transfers described below:

(i) Any Transfer to (a) the United States or any agency or instrumentality thereof, or (b) the State of Utah or any county, city, municipality, district or other political subdivision of the State of Utah.

(ii) Any Transfer to the Association or its successors.

(iii) Any Transfer, whether outright or in trust, that is for the benefit of the transferor or the transferor's relatives, but only if the consideration for the Transfer is no greater than 10 percent of the value of the Lot transferred.

(iv) Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution, except for a sale of a Lot by the estate of an Owner.

(v) Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, removing clouds on titles, and any exchange of Lots between Declarant and any original purchaser from Declarant of one or more Lots being Transferred to Declarant in such exchange.

(vi) Any lease of any Lot or portion thereof for a period of less than thirty years.

(vii) Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation.

(viii) Any Transfer in connection with (a) the foreclosure of a deed of trust or mortgage, or (b) a deed given in lieu of foreclosure.

(c) The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee.

ARTICLE V

MAINTENANCE

5.1 Common Areas. The Association, or its duly delegated representative, shall maintain and otherwise manage all Common Areas in the Project. This maintenance will include

the installation of landscaping (excluding landscaping on or associated with any particular Lot) and the appropriate upkeep and repair of all Common Areas, including, without limitation, the sweeping, mowing, watering, snow removal (excluding snow removal on any sidewalks, driveways or porches on or associated with any particular Lot), repair, replacement and maintenance. The Association shall have the power to grant easements for utilities or other purposes on or under the Common Areas to the extent that the Board deems it necessary or advisable. The Board shall be the sole judge as to the appropriate maintenance of all Common Areas and other properties maintained by the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of such properties shall be taken by the Board or by its duly delegated representative. All landscaping installed upon the Common Areas shall be installed, and thereafter maintained, in accordance with applicable city ordinances and, to the extent required by such ordinances, approved in advance by Herriman City.

5.2 Assessment of Certain Costs. In the event that the need for maintenance or repair of Common Areas or any other areas maintained by the Association is caused through the willful or negligent act of any Owner (except Declarant), his or her family, guests or invitees, the cost of such maintenance or repairs shall be added to and become part of the Maintenance Charge to which such Owner's Lot is subject and shall be secured by the Assessment Lien.

5.3 Improper Maintenance. In the event any portion of any Lot, except Lots owned by Declarant, is so maintained or used by an Owner as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Project which are substantially affected thereby or related thereto; or in the event any portion of a Lot, except Lots owned by Declarant, is being used in a manner which violates this Declaration; or in the event any Member, except Declarant, is failing to perform any of its obligations under this Declaration or the architectural guidelines and standards of the Committee, the Board may by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Member that unless corrective action is taken within ten (10) days, the Board may cause such action to be taken at such Owner's cost. If at the expiration of such ten (10) day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become part of the Maintenance Charge and shall be secured by the Assessment Lien.

ARTICLE VI

RIGHTS AND POWERS OF ASSOCIATION

6.1 Association's Rights. In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its Articles and Bylaws. In the event of any conflict between the Articles and Bylaws and this Declaration, the terms of this Declaration shall control. In the event of any conflict between the Articles and Bylaws, the terms of the Articles shall control.

6.2 Rights of Enforcement. The Association, as the agent and representative of the Members, and the Declarant shall have the right to enforce the covenants, conditions, restrictions, liens, and charges now and hereafter imposed by the provisions set forth in this

Declaration by any proceeding at law or in equity. If the Association or Declarant prevails in any proceeding at law or in equity to enforce the provisions of this Declaration, the Association or Declarant is entitled to an award of its costs and reasonable attorneys' fees associated with the action. Failure by the Association or Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.3 Insurance. The Association may obtain in its name and keep in full force and effect at all times, insurance policies for such casualty and public liability and other insurance policies as the Board deems necessary or desirable. The cost of such insurance shall be a Common Expense. The Association shall have no duty or obligation to procure or maintain insurance of any kind on any particular Lot.

6.4 Creation of Sub-Associations. The Association may, at any time, upon the affirmative vote of the Class B Member or, if after the termination of the Class B membership as provided in section 2.2(b) above, upon the affirmative vote of seventy-five percent (75%) of the Class A members, form one or more sub-associations for any purpose.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

7.1 Purpose. In order to create, maintain and improve the Project as a pleasant and desirable environment, to establish and preserve a consistent and harmonious design for the community and to protect and promote the value of the Property, all exterior design, landscaping and changes or alterations to existing use, landscaping and exterior design and development shall be subject to design review by the Architectural Control Committee (the "Committee"). Notwithstanding the foregoing, Declarant shall not be subject to design review by the Committee at any time.

7.2 Creation. The Committee shall consist of three (3) persons, the majority of which shall constitute a quorum, and the concurrence of the majority shall be necessary to carry out the provisions applicable to the Committee. In the event of death or resignation of any of the Committee members, the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy. The initial Committee will consist of three (3) persons to be appointed by Declarant in its sole discretion for so long as it remains a Class B Member of the Association. After Declarant is no longer a Class B Member of the Association, the initial Committee shall be released from responsibility and a new Committee shall be selected which shall consist of three (3) members, who will be elected by the Members as set forth below. The term for which each Committee member shall serve shall be four (4) years, plus any time required to duly select a successor Committee member, unless such member shall have died or resigned prior to such time. The members on the Committee shall be elected by a two-thirds (2/3) majority vote of the Members voting in person or by proxy, at a meeting duly called for that purpose. No member may serve on the Committee for more than two (2) consecutive terms at a time.

Except for the initial Committee appointed by Declarant, all members of the Committee must be Owners at the time of their appointment. Should any Committee member move his or

her residence outside of the Project, such member shall automatically be deemed to have resigned and the Committee shall declare a vacancy and a new Committee member shall be elected in accordance with the provisions above.

In the event of violation of any of the provisions of this Declaration, the Committee is authorized and empowered to take such action as may be necessary to restrain or enjoin the violations of applicable governmental codes and regulations and these covenants. All costs, including attorneys' fees, of such enforcement shall be borne by the Owners who are in violation of this Declaration.

7.3 Powers. The Committee is hereby authorized to perform (or to retain the services of one or more consulting architects, landscape architects, or urban designers, who need not be licensed to practice in the State of Utah, to advise and assist the Committee in performing) the design review functions prescribed in this Declaration and the Association's Bylaws and to carry out the provisions set forth in this Declaration and the Association's Bylaws.

The Committee is hereby authorized to collect a reasonable Design Review Fee from each Lot Owner, in an amount to be determined by the Committee before any new construction, alteration, remodeling or other construction plans shall be reviewed or approved by the Committee. The Design Review Fee will be used by the Committee to pay the costs of architects and other professionals retained by the Committee to review home plans. Lot Owners are encouraged to submit renderings and preliminary schematic drawings to the Committee as soon as possible in order to avoid unnecessary revisions and delays in constructions. Notwithstanding the foregoing, Declarant shall not be required to pay any Design Review Fees at any time.

7.4 Design Guidelines. The Declarant has adopted, or will adopt certain Design Guidelines (the "Design Guidelines") for use by the Committee in fulfilling the Committee's obligations described herein, which Guidelines may include (among other things) rules and regulations that state the general design theme of the Project, specific design requirements, and general construction procedures that will or will not be allowed in the Project. A copy of the Design Guidelines which are in effect for the Project shall be maintained by the Committee and shall be available from the Committee upon written request. The Design Guidelines may be amended by the Committee or Declarant; provided, however, that as long as Declarant owns a Lot, all amendments to the Design Guidelines must be approved by Declarant. Any amendments to the Design Guidelines shall apply to construction and modification of structures and improvements after the date of such amendment only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

7.5 Master Development Agreement. The Design Guidelines and approval process established under this Article 7 is intended to be in addition to, and not in place of, any technical guidelines and/or other design review process with the South Hills Design Review Committee, as and to the extent set forth under the Master Development Agreement for South Hills.

ARTICLE VIII

ADVISORY COMMITTEE(S)

8.1 Purpose. In order that the Board may be advised in its ongoing decision-making regarding the Project and the Property, the Board may institute various advisory committees responsible for advising the Board on specific projects, strategies, and procedures (each, an "Advisory Committee").

8.2 Creation. Each Advisory Committee shall consist of at least one (1) person, the majority of which shall constitute a quorum, and the concurrence of the majority shall be necessary to carry out the provisions applicable to that particular Advisory Committee. In the event of death or resignation of any member of an Advisory Committee, the Board shall have full authority to appoint another person to fill the said vacancy. The term for each Advisory Committee member shall be set forth by the Board at the institution of that particular Advisory Committee. All members of any Advisory Committee must be Owners at the time of their appointment. Should any Advisory Committee member move his or her residence outside of the Project, such member shall automatically be deemed to have resigned and the Board may designate a new Committee member as a replacement.

8.3 Powers. Each Advisory Committee is hereby authorized to perform (or to retain the services of one or more consultants to advise and assist that particular Advisory Committee in performing) the functions prescribed by the Board. The Board shall, concurrently with its appointment of an Advisory Committee, provide that particular Advisory Committee with an "Appointment Statement" which sets forth the Advisory Committee's term (*e.g.*, perpetual, for a term of months/years, or ad-hoc for the duration of a specific project or task), job description, goal and mission statement, and any relevant timetables. Each Advisory Committee shall make recommendations to the Board in the manner requested by the Board and according to the timetable set forth by the Board.

ARTICLE IX

MORTGAGEE REQUIREMENTS

9.1 Notice of Action. The Board shall maintain a roster containing the name and address of each Eligible Mortgagee as such term is defined herein. To be considered an "Eligible Mortgagee," a first mortgagee shall provide the Board with a certified copy of its recorded first mortgage and the name and address of the first mortgagee and a statement that the mortgage is a first mortgage together with a written request that it receive notice of the matters and actions described below. The Board shall strike an Eligible Mortgagee from the roster upon request by such Eligible Mortgagee or upon the Board's receipt of a certified copy of a recorded full release or satisfaction of the eligible mortgage. The Board shall give notice of such removal to the Eligible Mortgagee unless the removal is requested by the Eligible Mortgagee. Upon the Board's

receipt of such written request, an Eligible Mortgagee shall be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Project or any Lot on which there is a mortgage held, insured or guaranteed by such Eligible Mortgagee, insurer or governmental guarantor;

(b) Any delinquency in the payment of Assessments or charges owed by an Owner whose Lot is subject to a mortgage held, insured or guaranteed by such Eligible Mortgagee, insurer or governmental guarantor, which default remains uncured for a period of sixty (60) days; and

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond or insurance maintained by the Association in accordance with Section 6.3, above.

9.2 Availability of Project Documents and Financial Statements. The Association shall maintain and have current copies of the Project documents, membership register, books, records, and financial statements available for inspection by Members or by Eligible Mortgagees. Generally, these documents shall be available during the Association's normal business hours, and may be maintained and kept at the office of the manager for the Association. The Association may, as a condition to permitting a Member to inspect the membership register or to its furnishing information from the register, require that the Member agree in writing not to use, or allow the use of, information from the membership register for commercial or other purposes not reasonably related to the regular business of the Association and the Member's interest in the Association.

9.3 Subordination of Lien. The Assessment or claim against a Lot for unpaid Assessments or charges levied by the Association pursuant to this Declaration shall be subordinate to the first mortgage affecting such lot, and the first mortgagee thereunder which comes into possession of or which obtains title to such Lot shall take the same free of such lien or claim for unpaid Assessments or charges, but only to the extent of Assessments or charges which accrue prior to foreclosure of the first mortgage, exercise of a power of sale available thereunder, or taking of a deed or assignment in lieu of foreclosure. No Assessment, charge, Assessment Lien, or claim which is described in the preceding sentence as being subordinate to a first mortgage, or as not to burden a first mortgagee which comes into possession or which obtains title to a Lot, shall be collected or enforced by the Association from or against a first mortgagee, a successor in title to a first mortgagee, or the Lot affected or previously affected by the first mortgage concerned.

9.4 Notice to Eligible Mortgagee. The Association shall give timely written notice of the events listed in Section 9.1 above to any Eligible Mortgagee who requests such notice in writing.

9.5 Payment of Taxes. In the event any taxes or other charges which may or have become a lien on the Common Area are not timely paid, any First Mortgagee or any combination of First Mortgagees may jointly or singly, pay such taxes. Prior to paying any taxes, such first

mortgagee or first mortgagees shall provide thirty (30) days advance written notice to the Board, which notice shall specify the nature of the taxes and suggest a reasonable cure period for such payments.

9.6 Priority. No provision of this Declaration or the Articles gives or may give a Member or any other party priority over any rights of mortgagees pursuant to their respective mortgages in the case of a distribution to Members of insurance proceeds or condemnation awards for loss to or taking of all or any part of the Lots or the Common Area. All proceeds or awards shall be paid directly to any mortgagees of record, as their interests may appear.

ARTICLE X

COVENANTS, CONDITIONS AND RESTRICTIONS

10.1 Land Use and Building Type. No Lot shall be used for other than residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling, not to exceed the height limitation for the applicable zone of Herriman City as specified at the time of recordation of the Plat. All such dwellings shall meet the minimum size requirements of Herriman City as specified at the time of the recordation of the Plat. Height shall be measured as the vertical distance from average finish grade surface at the building wall to the highest point (apex) of the roof. The side yard for each building shall meet the minimum requirements of Herriman City.

10.2 Architectural Control. To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite. Designs shall be limited to those approved by the Committee, which shall be prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process. In the event of any reconstruction of an improvement or a house on a Lot due to a casualty, the design, quality, and appearance of the reconstructed home shall be substantially the same as the structure initially built. No landscaping, grading, excavation, building, fence, wall, residence, or other structure, or alteration of any kind, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications, along with a topographical plan showing the location of all improvements, including a detailed landscaping plan, have been approved in writing by the Committee. All subsequent additions to or changes or alterations in any building, fence, wall, or other structure, including exterior color scheme, and all changes in the grade on any Lot, shall be subject to the prior written approval of the Committee. Once approved by the Committee, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner shall obtain a building permit and/or other necessary approvals, as may be required, from Herriman City.

No construction, reconstruction or modification of a home or landscaping may commence without approval by the Committee of the working drawings including, but not limited to, the following:

(a) Plot plans to scale showing the entire site, building, garages, walks, drives, fences, lights, and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property line and street fronts and elevations of floors from a designated point on the street.

(b) Detailed floor plans showing dimensions and measurements.

(c) Detailed elevations, indicating all materials and showing existing and finished grades.

(d) Detailed sections, cross and longitudinal.

(e) Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.

Specifications shall give complete descriptions and color samples of materials to be used on the exterior of the residence. Furthermore, to the extent provided by applicable state laws or city ordinances, no construction, reconstruction or modification of a home or landscaping may commence without approval by Herriman City.

10.3 Construction Quality, Size and Cost. The Committee will base its approval of construction plans, specifications, landscaping plans, and other alterations on the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc. All exterior materials and colors are to be specified on plans and submitted for approval by the Committee.

10.4 Construction Time. The Committee shall have final control for approval of all color and material plans. There is no time limit for beginning construction; however, upon commencement, the construction time for the exterior portion of any structure shall not exceed twelve (12) months from start to finish. "Start" shall be the instant any foliage is cut or removed in anticipation of the landscaping or construction to be built. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the twelve (12) month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks within the Project.

10.5 Building Location. No building shall be located on any detached single family Lot nearer than the minimum building set-back, side street and side lot lines required by Herriman City.

10.6 Landscaping. Any trees, lawns, shrubs, or other planting provided by Declarant, including without limitation, those provided in the Common Area shall be properly nurtured and maintained by the Association.

Only such foliage shall be removed from each Lot as is necessary for clearing the driveway, excavating for the foundation, and for lawns and patio areas. Lawn, patio, and garden areas are subject to approval by the Committee. Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks, and improve erosion control within the Project. The planting of trees that will have a high profile and obstruct the view from

neighboring Lots is prohibited. Such trees may be pruned or removed at the discretion of the Board or the Committee.

No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion, or change the direction of drainage channels. All materials used to retain and contour the slope of any Lot or improvement must conform with the natural beauty and color of the Property and must be approved by the Committee, and to the extent required by applicable city ordinances of Herriman City.

Each dwelling shall have installed surrounding it an outdoor sprinkler system for fire protection and irrigation.

Landscaping of the front yard areas of individual Lots shall be installed prior to the issuance of a certificate of occupancy by Herriman City relating to a residence constructed on such Lot, provided that with respect to residences completed during the winter months, such landscaping shall be installed on or before the immediately following May 15. Each Owner shall install Landscaping in the rear and any side yard areas of such Owner's lot within 12 months of purchasing said lot. Landscaping shall be maintained by each individual Owner. Landscaping of Common Areas shall be installed and maintained by the Association. Landscaping may include a combination of lawns, shrubs, or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material in not more than fifty percent (50%) of the net landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand.

10.7 Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage, or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of construction.

10.8 Accessory Structures. Patio structures, trellises, sunshades, gazebos, awnings, window treatments, blinds, flags, and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the prior written approval of the Committee in its discretion.

10.9 Exterior Antennas, Lights, and Power Lines. Exterior antennas are prohibited without the prior written approval of the Committee. Exposed metal flues, vents, ventilator, or other metallic rooftop protrusions shall be coated or painted with a neutral color which will blend harmoniously with the surrounding Property. Satellite TV dishes will be allowed, provided they are placed or screened so they are not readily visible to neighboring Lots and streets. All power lines and similar type cables shall be buried underground. No short-wave radio antennas may be constructed on any Lot or attached to any structure thereon without the prior written approval of the Committee.

10.10 Nuisances; Construction Activities. Prior to commencing construction on a Lot the Owner of such Lot, except Declarant, shall post with the Association a one thousand dollar (\$1,000.00) cash construction bond to cover any damage done by Owner or their contractors, subcontractors and materialmen to streets, sidewalks, curbs and utilities lines and pipes, or any clean-up expense caused by such construction activities. If no damage is done, and no repairs or clean-up is required from such Owner's construction activities, the bond, or the remaining portion thereof shall be refunded to Owner within sixty (60) days of completion of construction activities. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber, and other building materials will be piled only in such areas as may be approved by the Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Committee, which may require screening of the storage areas.

No articles, material, equipment, or vehicles of any nature shall be parked or stored on any street location within the Property. Licensed, regularly used passenger vehicles (i.e., visitor vehicles) may be parked on streets within the Property for brief periods of time (i.e., less than twenty-four (24) hours). Overnight parking of such vehicles should generally be restricted to the driveway of the dwelling being visited. Notwithstanding the foregoing, Declarant may park or store vehicles on the street within the Property to the extent necessary or convenient for Declarant to conduct its business with regard to the Project.

The use or operation of snowmobiles on Project streets is not permitted. The use of motorcycles and other motorized recreational vehicles which may produce audible annoyance to the Owners shall be limited to ingress and egress of the Property.

No oil or gas drilling, development, operations, refining, storage, quarrying, or mining operations of any kind shall be permitted upon any Lot.

The burning of rubbish, leaves, or trash on the Property is prohibited. Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection.

No Owner shall permit anything or condition to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.

The Board, in its sole discretion, shall have the right to determine the existence of any nuisance.

10.11 Signs. Except as provided in this Section 10.11, no signs of any kind shall be displayed to public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent. The placement of signs, graphics, or advertisements which are permanent in nature or represent advertisement for small business conducted in the home or on a Lot is prohibited. Banners, flags, lighting or decoration of the exterior of any dwelling for the purpose of promoting the dwelling for sale is strictly prohibited. Nothing in this Section 10.11 shall be construed to prevent Declarant from displaying any signs, graphics, banners or advertisements of any size or nature advertising the Project or any lot or part of the Property for sale, rent or other purpose.

10.12 Animals. No animal, bird, fowl, poultry, or livestock of any kind shall be raised, bred, or kept on any Lot except pursuant to applicable Herriman City ordinance.

10.13 Repair of Building. No building or structure on any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Section 10.2 above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

10.14 Restriction on Further Subdivision, Property Restrictions, and Rezoning. No Lot shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Board, which approval must be evidenced on the Plat or other instrument creating the subdivisions, easement, or other interest. No further covenants, conditions, restrictions, or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Board, and any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot and no applications for variances or use permits shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Board and the Committee and the proposed use otherwise complies with this Declaration.

10.15 Non-Residential Use. No gainful occupation, profession, or other non-residential use shall be conducted on any Lot, and no persons shall enter onto any Lot for engaging in such uses or for the purpose of receiving products or services arising out of such usage; provided, however, gainful occupations or professions may be operated or maintained in a Lot provided that: (i) any such business, profession or trade may not require heavy equipment or create a nuisance within the Project, (ii) may not noticeably increase the traffic flow to the Project, (iii) may not be observable from outside the Lot, and (iv) may only be carried on following approval from the city with jurisdiction over the matter, pursuant to all applicable state and city laws, rules and ordinances in effect at the time any such use is requested. Specifically, it is contemplated that certain "home office" businesses, professions or trade which rely heavily on the Internet and other similar type of technological advances may be operated or maintained within a Lot, subject to the foregoing limitations and all other limitations of this Declaration.

10.16 Fuel Storage. No tank for storage of fuel may be maintained above the surface of the ground without the prior written consent of the Committee.

10.17 Building Material Storage. Excluding with respect to the initial construction of residences within the Project, no building material of any kind or character shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line.

10.18 Reservation of Access, Maintenance, and Utility Easements. Declarant reserves easements for access, electrical, gas, communications, cable television and other utility purposes and for sewer, drainage and water facilities, and maintenance of the respective Lots by the Owners or agents authorized to conduct maintenance on behalf of the Owner, (whether servicing the Property or other premises or both) over, under, along, across and through the Property, together with the right to grant to Herriman City and Salt Lake County, or any other appropriate governmental agency or to any public utility or other corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof.

10.19 Solar Equipment. Solar panels (if any) are to be integrated into roof design. Panels and frames must be compatible with roof colors, all equipment must be screened from view, and prior written approval must be obtained from the Committee.

10.20 Pools, Spas, Fountains, Game Courts. Pools, spas, fountains, and game courts must be approved by the Committee and shall be located to avoid impacting adjacent properties with light or sound. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or similar area ramps, which structures shall be prohibited.

10.21 Fences and Walls. Fencing and walls shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the prior written approval of the Committee in its discretion.

10.22 Parking and Storage. No major mechanical work or repairs are to be conducted in streets or front yards. No inoperative vehicle shall be placed or remain on any Lot adjacent street for more than forty-eight (48) hours. No commercial-type vehicles and no trucks shall be parked or stored on the front yard setback of any Lot or within the side yard buildings setback on the street side of a corner Lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over three quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors, and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view as approved by the Committee. Sufficient side yard gate access should be planned and provided for in the design of the home to permit ingress, egress, and storage of trailers and recreational type

vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the side or the front yard setback requirements of a given Lot.

10.23 Additional Easements.

(a) Easements for Encroachments. If any part of the Common Areas as improved now or hereafter encroaches upon any Lot or if any structure constructed by Declarant on any Lot now or hereafter encroaches upon any other Lot or upon any portion of the Common Areas, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure on any Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon any other Lot or upon any portion of the Common Areas due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

(b) Easements for Construction and Development Activities. Declarant reserves easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for the (a) construction of residences on Lots, (b) improvement of the Common Areas and construction, installation and maintenance thereon of other infrastructure improvements and other facilities designed for the use and enjoyment of some or all of the Owners, and (c) construction, installation and maintenance on lands within, adjacent to, or serving the Property of other facilities planned for dedication to appropriate governmental authorities. The reservations contained in this paragraph shall expire twenty-five (25) years after the date on which this Declaration was first filed for record in the Office of the County Recorder of Salt Lake County, Utah.

10.24 Declarant's Exemption. Declarant is exempt from all conditions and restrictions set forth in this Article X. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the Project. Nothing contained in this Declaration shall be construed to prevent the operation by Declarant of model homes within the Project or the designation and/or operation of parking areas for such model homes.

ARTICLE XI

AMENDMENTS

11.1 Term; Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of thirty (30) years from the date of recordation. From and after such date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Members

casting seventy-five percent (75%) of the total votes cast at an election held for such purpose within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension. This Declaration may be terminated at any time if at least ninety-five percent (95%) of the votes cast by all Owners shall be cast in favor of termination at an election held for such purpose. If the necessary votes are obtained, the Board shall cause to be recorded in the office of the Salt Lake County Recorder a "Certificate of Termination," duly signed by the President and Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon, the covenants herein contained shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles.

11.2 Amendments. This Declaration may be amended by recording in the office of the Salt Lake County Recorder a "Certificate of Amendment," duly signed and acknowledged as required for a Certificate of Termination. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that at an election duly called and held pursuant to the provisions of the Articles and Bylaws of the Association, the Owners casting sixty-seven percent (67%) of the votes at the election voted affirmatively for the adoption of the amendment. So long as Declarant is the Owner of any Lot in the Project, this Declaration may be amended or terminated only with the written approval of Declarant.

11.3 Unilateral Amendment. Declarant alone may amend or terminate this Declaration prior to the closing of a sale of the first Lot. Notwithstanding anything contained in this Declaration to the contrary, this Declaration may be amended unilaterally at any time and from time to time by Declarant: (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's property unless any such Owner shall consent thereto in writing; or (c) to comply with the rules or guidelines, in effect from time to time, of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments (including, without limitation, the Federal Housing Administration of the United States Department of Housing and Urban Development (FHA), the Federal Home Loan Mortgage Corporation or the Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA) or the Department of Veterans Affairs (VA), or any similar agency). Further, so long as Declarant is the Owner of any Lot in the Project, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect title to any Lot without the consent of the affected Owner. Such amendments may include, but are not limited to, changing the nature or extent of the uses to which such property may be devoted or readjustment of Lot line boundaries in connection with the location and development of the Project.

11.4 Expansion of Project. Declarant shall have the right in its sole discretion, without the consent of Owners, Members or the Board, upon recording a Certificate of Amendment signed by Declarant to expand the Project to include additional parcels, phases and Lots, and/or to add to the development known as South Hills Pod 4, all of which additional property shall,

upon recording such Certificate of Amendment, be subject to the same covenants, conditions and restrictions as set forth in this Declaration. Each Owner by the acceptance of a deed to a Lot in the Project shall be deemed to have consented to all the provisions of this section.

ARTICLE XII

DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

12.1 Agreement to Encourage Resolution of Disputes Without Litigation.

(a) Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Project without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in Section 12.1(b) below, unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 12.2 in a good faith effort to resolve such Claim.

(b) As used in this Article, the term "Claim" shall refer to any claim, grievance or dispute arising out of or relating to

(i) the interpretation, application, or enforcement of this Declaration;

(ii) the rights, obligations, and duties of any Bound Party under this Declaration; or

(iii) The design or construction of improvements within the Project;

except that the following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 12.2:

(iv) any suit by the Declarant to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Declarant's ability to enforce the provisions of this Declaration relating to creation and maintenance of community standards;

(v) any suit between Owners, which does not include Declarant as a party, if such suit asserts a Claim which would constitute a cause of action independent of this Declaration;

(vi) any suit in which any indispensable party is not a Bound Party; and

(vii) any suit as to which any applicable statute of limitations would require within 180 days of giving the notice required by Section 12.2(a),

unless the party or parties against whom the claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

12.2 Dispute Resolution Procedures.

(a) Notice. The Bound Party asserting a Claim (“Claimant”) against another Bound Party (“Respondent”) shall give written notice to each Respondent and Declarant (the latter only so long as Declarant is the Owner of any Lot in the Project) stating plainly and concisely:

- (i) the nature of the Claim, including the persons involved and the Respondent’s role in the Claim;
- (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- (iii) the Claimant’s proposed resolution or remedy; and
- (iv) the Claimant’s desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

12.3 Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the notice, Declarant (so long as Declarant is the Owner of any Lot in the Project) may appoint a representative to assist the parties in negotiating a resolution of the Claim.

12.4 Mediation. If the parties have not resolved the Claim through negotiation within 30 days of the date of the notice described in Section 12.2(a) (or within such other period as the parties may agree upon), the Claimant shall have 30 additional days to submit the claim to mediation with an entity mutually approved by the parties or to an independent agency providing dispute resolution services in Utah. If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim. If the Parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate. Each party shall bear its own costs of the mediation, including attorneys’ fees, and each party shall share equally all fees charged by the mediator.

12.5 Settlement. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the Declaration or award shall, upon

prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

ARTICLE XIII

MISCELLANEOUS

13.1 Interpretation of the Covenants. Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefited or bound by the covenants and provisions hereof.

13.2 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

13.3 Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities, and duties, provided such rules and regulations are not inconsistent with the provisions of this Declaration.

13.4 General Reservations. Declarant reserves the right to grant, convey, sell, establish, amend, release, and otherwise deal with easements, reservations, exceptions, and exclusions with respect to the Property which do not materially interfere with the best interests of Owners and/or the Association including, but not limited to, access and utility easements, road easements, pedestrian and equestrian easements, pedestrian and hiking trails, and drainage easements. Declarant further reserves the right to make minor amendments and corrections to the Plat, to alter the boundary of Lots or building pads, to combine Lots or building pads, and to change the size and product type of Lots in the Project, the density and number of Lots in the Project, so long as Declarant owns the affected Lot(s). Such changes shall not materially alter the boundaries of the Common Areas.

13.5 Run with the Land. Declarant for itself, its successors, and assigns, hereby declares that all of the Property shall be held, used, and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in the Property.

[Signature page follows]

IN WITNESS WHEREOF, Declarant has executed this Declaration this 13th day of March, 2018.

DECLARANT:

RICHMOND AMERICAN HOMES OF UTAH,
INC., a Colorado corporation

By: Benson J. Whitney
Name: Benson J. Whitney
Title: V.P. of Land Acquisition

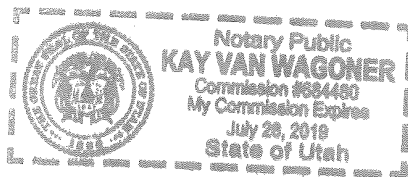
STATE OF UTAH)
) : SS.
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 8th day of MARCH, 2018, by Benson J. Whitney, the VP Land Acquisition of Richmond American Homes of Utah, Inc. a Colorado corporation on behalf of said corporation.

Kay Van Wagoner
Notary Public
Residing at SALT LAKE

My Commission Expires:

07-28-2019



1433956.4

EXHIBIT A

(Legal Description of the Property)

The Property is located in Herriman City, Salt Lake County, State of Utah, and is more particularly described as follows:

A PARCEL OF LAND SITUATED IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST; SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT THAT IS NORTH 89°25'56" EAST ALONG THE NORTH SECTION LINE OF SECTION 17, 986.69 FEET FROM THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°25'56" EAST 328.90 FEET; THENCE SOUTH 0°36'05" WEST 942.69 FEET; THENCE NORTH 89°23'55" WEST 92.00 FEET; THENCE NORTH 85°01'17" WEST 32.09 FEET; THENCE NORTH 89°23'55" WEST 94.17 FEET; THENCE NORTH 0°36'05" EAST 40.50 FEET; THENCE NORTH 89°23'55" WEST 220.31 FEET; THENCE SOUTH 0°36'05" WEST 81.00 FEET; THENCE NORTH 89°23'55" WEST 94.15 FEET; THENCE SOUTH 0°36'05" WEST 43.50 FEET; THENCE NORTH 89°23'55" WEST 124.30 FEET; THENCE NORTH 0°33'48" EAST 339.55 FEET; THENCE NORTH 89°07'38" EAST 328.66 FEET; THENCE NORTH 0°34'54" EAST 669.53 FEET TO THE POINT OF BEGINNING.

Contains +/- 9.16 acres

EXHIBIT B

(Bylaws of the Association)

(See attached)

BYLAWS
OF
SOUTH HILLS POD 4, OWNERS ASSOCIATION, INC.

ARTICLE 1.
DEFINITIONS

1.01 Declaration.

As used herein, "Declaration" means the Declaration of Protective Covenants, Conditions and Restrictions for South Hills Pod 4, as recorded in the Official Records of Salt Lake County, Utah on _____, 2018, as Entry No. _____, and as may be further amended from time to time. The Declaration is that same Declaration referenced in the Articles of Incorporation of South Hills Pod 4, Owners Association, Inc. The development consists of detached single family home building pads and dwellings on separate parcels, separately numbered and individually described in one or more plat(s), duly approved and recorded in the Office of the Salt Lake County Recorder from time to time.

1.02 Other Definitions.

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration.

ARTICLE 2.
OFFICES

South Hills Pod 4 Owners Association, Inc. (the "Association") is a Utah nonprofit corporation, with its principal office located at 849 West Levoy Dr, Salt Lake City, Utah 84123.

ARTICLE 3.
VOTING, QUORUM, AND PROXIES

3.01 Voting.

As more fully set forth in the Articles and in the Declaration, the Association shall have two classes of membership, Class A and Class B.

Class A Members shall be all Owners, except Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which the interest required for membership in the Association is held. Although each of the multiple Owners of a single Lot shall be a Class A Member, in no event shall more than one (1) Class A vote exist or be cast on the basis of a single Lot. Which of the multiple Owners of a single Lot shall cast the vote on the basis of that Lot is determined as provided in Section 2.3 of the Declaration.

The Class B Member shall be the Declarant. The Class B Member shall be entitled to seventy (70) votes for each Lot in which the interest required for membership in the Association

is held. The Class B membership shall cease and the Declarant shall become a Class A Member upon the first to occur of the following: (i) the sale and conveyance by Declarant to purchasers of all of the Lots contained in the Project; or (ii) the expiration of fifteen (15) years after the date on which Declarant first conveys to a purchaser fee title to a Lot.

Additional provisions governing the voting of the members of the Association are set forth in the Declaration.

3.02 Quorum.

Subject to and except as otherwise required by law, the Declaration, or the Articles, as amended, the presence in person or by proxy of Owners entitled to vote more than fifty percent (50%) of the total votes of the Owners shall constitute a quorum.

3.03 Proxies.

Votes may be cast in person or by proxy. Every proxy must be executed in writing by the Owner or such Owner's duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

3.04 Majority Vote.

At any meeting of the Owners, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting, in person or by proxy, shall be the act of the Owners, unless the vote of a greater number is required by law, the Articles, the Declaration, or these Bylaws.

ARTICLE 4.
ADMINISTRATION

4.01 Annual Meeting.

The annual meeting of the Owners shall be held at a time designated by the Board in the month of March in each year, or at such other date designated by the Board, for the purpose of electing trustees and for the transaction of such other business as may come before the meeting. If the election of trustees shall not be held on the date designated herein for the annual meeting of the Owners, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Owners to be convened as soon thereafter as may be convenient. The Board may from time to time by resolution change the date and time for the annual meeting of the Owners.

4.02 Special Meetings.

Except as otherwise prescribed by statute or the Declaration, special meetings of the Owners, for any purpose, may be called by the president or by a majority of the trustees and shall be called by the president at the written request of Owners entitled to vote twenty percent (20%)

or more of the total votes of all Owners, such written request to state the purpose or purposes of the meeting and to be delivered to the Board or to the president.

4.03 Place of Meetings.

The Board may designate the Association's principal offices or any place within Salt Lake County, Utah, as the place for any annual meeting or for any special meeting called by the Board.

4.04 Notice of Meeting.

Written or printed notice of any meeting of the Owners, stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered personally, by mail, or by electronic means (i.e. e-mail, text messaging or another similar manner) to each Owner entitled to vote at such meeting not less than thirty (30) nor more than sixty (60) days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Owner at such Owner's address as it appears in the office of the Association, with postage thereon prepaid. If sent by electronic means, such notice shall be deemed to be delivered when sent. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, the Board may set a record date for such determination of Owners, in accordance with the laws of the State of Utah. If requested by the person or persons lawfully calling such meeting, the secretary shall give notice thereof at the expense of the Association.

4.05 Informal Action by Owners.

Any action required or permitted to be taken at a meeting of the Owners may be taken with or without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by the Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners entitled to vote on the action were present and voted. Unless the written consents of all Owners entitled to vote have been obtained, notice of any Owner approval without a meeting shall be given at least ten (10) days before the consummation of the transaction, action, or event authorized by the Owner action to: (i) those Owners entitled to vote who have not consented in writing; and (ii) those Owners not entitled to vote and to whom the Utah Revised Nonprofit Corporation Act (the "Act") requires that notice of the proposed action be given. The notice must contain or be accompanied by the same material that, under the Act and these Bylaws, would have been required to be sent in a notice of meeting at which the proposed action would have been submitted to the Owners for action. Notwithstanding the foregoing, trustees may not be elected by written consent except by unanimous written consent of all Owners entitled to vote for the election of trustees.

ARTICLE 5.
BOARD OF TRUSTEES

5.01 Number and Election of Trustees.

The Board of Trustees (the "Board") shall consist of no less than three (3) and no more than five (5) trustees.

The initial Board shall be composed of three (3) natural persons, designated by Declarant, who need not be Members of the Association. Thereafter, prior to the termination of Class B membership, Declarant may appoint, remove and replace each trustee at its discretion. Upon cessation of the Class B Membership, the acting Board shall hold a special meeting wherein the Owners will elect new trustees. The new trustees shall be elected by the Owners entitled to vote at such special meetings for any number of three (3) year terms. The term of one of the new trustees expires at the first annual meeting after incorporation, the term of a second new trustees expires at the second annual meeting after incorporation, and the term of a third new trustees expires at the third annual meeting after incorporation. Upon the expiration of each staggered term, trustees shall be elected by the Owners entitled to vote at the annual meetings for any number of three (3) year terms to succeed those whose terms expire. Despite the expiration of a trustee's term, the trustee shall continue to serve until the election and qualification of a successor or until there is a decrease in the number of trustees, or until such trustee's earlier death, resignation, or removal from office.

After the termination of the Class B membership as provided in the Declaration, the Board may, upon the majority vote of all Owners of the Lots entitled to vote, be expanded to a total of five (5) natural persons, and the additional two persons need not be Members.

5.02 Removal of Trustees.

Each trustee may be removed, with or without cause, by a majority vote of all Owners of the Lots entitled to vote.

5.03 Replacement of Trustees.

i. A vacancy on the Board created by the removal, resignation, or death of a trustee appointed or elected by the Owners shall be filled by the remaining trustees until the next annual meeting of Owners, at which time the Owners shall elect a trustee to fulfill the then-remaining term of the replaced trustee.

ii. Any trustee elected or appointed pursuant to this Section 5.03 shall hold office for the remainder of the unexpired term of the trustee who was replaced.

5.04 Resignations.

Any trustee may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.05 Regular Meetings.

Regular meetings of the Board may be held without call or formal notice at such places within or outside the State of Utah, and at such times as the Board from time to time by vote may determine. Any business may be transacted at a regular meeting. The regular meeting of the Board for the election of officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of Owners, or any special meeting of Owners at which a Board is elected.

5.06 Special Meetings.

Special meetings of the Board may be held at any place designated by the Board or by telephone, provided that each trustee can hear each other trustee, at any time when called by the president, or by two or more trustees, upon the giving of at least three (3) days' prior notice of the time and place thereof to each trustee by leaving such notice with such trustee or at such trustee's residence or usual place of business, or by mailing it prepaid and addressed to such trustee at such trustee's address as it appears on the books of the Association, or by electronic mail or telephone. Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the trustees shall be required.

5.07 Quorum.

A majority of the number of trustees fixed by these Bylaws, as amended from time to time, shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the trustees in attendance shall, except where a larger number is required by law, by the Articles, by the Declaration, or by these Bylaws, decide any question brought before such meeting.

5.08 Waiver of Notice.

Before, at, or after any meeting of the Board, any trustee may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a trustee at any meeting of the Board shall be a waiver of notice by such trustee except when such trustee attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

5.09 Informal Action by Trustees.

Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if each and every member of the Board in writing either (a) votes for the action or (b) waives the right to demand that action not be taken without a meeting and (i) votes against the action or (ii) abstains from voting. Action is taken under this section only if the affirmative vote for the action equals or exceeds the minimum number of votes that would be necessary to take the action at a meeting at which all of the trustees then in office were present and voted. An action taken pursuant to this section will not be effective unless the Association receives writings describing the action taken, satisfying the above requirements, signed by all of the trustees, and not revoked by any trustee.

ARTICLE 6.
OFFICERS AND AGENTS

6.01 General.

The officers of the Association shall be a president, a secretary, and a treasurer. The Board may appoint such other officers, assistant officers, committees, and agents, including assistant secretaries and assistant treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board. One person may hold any two

offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent, or employee are not prescribed by the Bylaws or by the Board, such officer, agent, or employee shall follow the orders and instructions of the president.

6.02 Removal of Officers.

The Board may remove any officer, either with or without cause, and elect a successor at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

6.03 Vacancies.

A vacancy in any office, however occurring, shall be filled by the Board for the unexpired portion of the term.

6.04 President.

The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Association and of the Board. The president shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents, and employees. The president of the Association is designated as the officer with the power to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

6.05 Secretary.

The secretary shall perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to it by the president or by the Board

Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

6.06 Treasurer.

The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association and shall deposit the same in accordance with the instructions of the Board. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

ARTICLE 7.

EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS, AND LIEN HOLDERS

7.01 Proof of Ownership.

Any person on becoming an Owner shall furnish to the Association a photocopy or a certified copy of the recorded instrument vesting that person with an ownership interest in the Lot. Such copy shall remain in the files of the Association.

7.02 Registration of Mailing Address.

If a Lot is owned by two or more Owners, such Owners shall designate one address as the registered address. The registered address of an Owner or Owners shall be furnished to the secretary of the Association within ten (10) days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the Owners of the Lot or by such persons as are authorized to represent the interests of all Owners of the Lot. If no address is registered or if all of the Owners cannot agree, then the address of the Lot shall be deemed the registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Lot.

7.03 Liens.

Any Owner who mortgages or grants a deed of trust covering such Owner's Lot shall give the Association written notice of the name and address of the holder of such mortgage or deed of trust and shall file true, correct, and complete copies of the note and security instrument with the Association.

7.04 Address of the Association.

The address of the Association shall be 849 West Levoy Dr, Salt Lake City, Utah 84123. Such address may be changed by the Board from time to time upon written notice to all Owners and all listed mortgagees.

ARTICLE 8.
SECURITY INTEREST IN MEMBERSHIP

Owners shall have the right irrevocably to constitute and appoint a holder of a mortgage or deed of trust their true and lawful attorney-in-fact to vote their membership in the Association at any and all meetings of the Association in which such Owner is entitled to vote and to vest in such holder any and all rights, privileges, and powers that they have as Owners under the Articles and these Bylaws or by virtue of the Declaration. Unless otherwise expressly provided in such proxy, such proxy shall become effective upon the filing of notice by such holder with the secretary of the Association. A release of the mortgage or deed of trust covering the subject Lot shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners, as mortgagors or grantors of a deed of trust, of their duties and obligations as Owners or to impose upon the holder of a mortgage or deed of trust the duties and obligations of an Owner.

ARTICLE 9.
AMENDMENTS

9.01 By Trustees.

Except as limited by law, the Articles, the Declaration, or these Bylaws, the Board shall have power to make, amend, and repeal the Bylaws of the Association at any regular meeting of the Board or at any special meeting called for that purpose at which a quorum is represented. If, however, the Owners shall make, amend, or repeal any Bylaw, the trustees shall not thereafter amend the same in such manner as to defeat or impair the object of the Owners in taking such

action. Notwithstanding the foregoing, unanimous approval of the trustees shall be required to amend or repeal Sections 5.02 through 5.04 hereof.

9.02 Owners.

Subject to any rights conferred upon holders of a security interest in the Declaration, the Owners may, by the vote of the holders of at least sixty-seven percent (67%) of the votes of the Owners entitled to vote, unless a greater percentage is expressly required by law, the Articles, the Declaration, or these Bylaws, make, alter, amend, or repeal the Bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented.

ARTICLE 10.
INDEMNIFICATION

10.01 Indemnification. No current or former director, officer, employee, fiduciary or agent shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said person performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a director, officer, employee, fiduciary or agent of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a director, officer, employee, fiduciary or agent of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such director, officer, employee, fiduciary or agent, and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the power to defend such person from all suits or claims; provided further, however, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its directors, officers, employees, fiduciaries and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

10.02 Other Indemnification. The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be under any Bylaw, agreement, vote of disinterested director, officer, employee, fiduciary or agent, or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all such persons be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a director, officer, employee, fiduciary or agent and shall inure to the benefit of the heirs, executors and administrators of any such person.

10.03 Insurance. By action of the Board, notwithstanding any interest of the directors in such action, the Association may purchase and maintain insurance, in such amounts as the Board may deem appropriate, on behalf of any individual indemnified hereunder against any liability asserted against such individual and incurred by such individual in such individual's capacity of or arising out of such individual's status as an agent of the Association, whether or not the Association would have the power to indemnify such individual against such liability under applicable provisions of law. The Association may also purchase and maintain insurance, in such amounts as the Board may deem appropriate, to insure the Association against any liability, including without limitation, any liability for the indemnifications provided in this Article.

10.04 Right to Impose Conditions to Indemnification. The Association shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements and conditions as the Board may deem appropriate in each specific case, including but not limited to any one or more of the following: (a) that any counsel representing the individual to be indemnified in connection with the defense or settlement of any action shall be counsel that is mutually agreeable to the individual to be indemnified and to the Association; (b) that the Association shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the individual to be indemnified; and (c) that the Association shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified individual's right of recovery, and that the individual to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the Association.

ARTICLE 11. **MISCELLANEOUS**

11.01 Fiscal Year.

The fiscal year of the Association shall be such as may from time to time be established by the Board.

11.02 Other Provisions.

The Declaration contains certain other provisions relating to the administration of the Project, which provisions are hereby incorporated herein by reference.

11.03 Officer/Trustee Qualifications.

No individual who is a Class A Member (as defined in the Declaration) may serve as an officer or trustee of the Association if that individual, or if such individual is associated with a Class A Member, the Class A Member associated with that individual, is delinquent in the payment of any dues, fees, assessments, or the like arising out of the Declaration, these Bylaws, or the Association's Articles of Incorporation, or is otherwise in material default of any of the covenants within such Declaration, Bylaws, or the Articles of Incorporation. Provided, that nothing in the previous sentence shall require an officer or trustee of the Association to also be an Owner.