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ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
ROBERT A MCCONNELL
101 S 200 E SUITE 700
SLC UT 84111
BY: SSP, DEPUTY - WI 57 P.

WHEN RECORDED, RETURN TO:

Robert A. McConnell
Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, Utah 84111

Tax Parcel Nos.

15-12-254-077, 15-12-254-078, 15-12-254-079, (Space above for Recorder's use only.)
15-12-254-082, 15-12-254-083, 15-12-254-084

**DECLARATION
OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
JEFFERSON WALKWAY**

THIS DECLARATION OF EASEMENT, COVENANTS, CONDITIONS AND RESTRICTIONS FOR JEFFERSON WALKWAY ("Declaration") is made and executed to be effective as of July 25th, 2018, by Benchmark Modern, Inc., a Utah corporation ("Declarant"), with reference to the following:

RECITALS:

A. Declarant, together with the Owners whose consents and acknowledgments are attached hereto, is the owner of certain real property located 830 South Jefferson Street, 832 South Jefferson Street, 834 South Jefferson Street, 833 South 200 West, 835 South 200 West, and 837 South 200 West, (as more particularly defined below, the "Property") as subdivided by that certain plat of subdivision titled "Jefferson Walkway" ("Plat") and recorded on September 28, 2017 as Entry No. 12626148, in Book 2017P, at Page 264 in the office of the County Recorder for Salt Lake County, State of Utah. The Property is more particularly described in Exhibit A. The Plat subdivides the Property into seven lots, six of which are known as Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 (each a "Lot" and collectively the "Lots"), and two parcels, known as Parcel A and Parcel B. Lot 7 is not subject to this Declaration.

B. Declarant closed on the purchase of the Property from the Redevelopment Agency of Salt Lake City ("RDA") pursuant to a purchase and sale agreement dated April 20, 2015, and amended October 20, 2015 and April 20, 2016, subject to a development agreement between Declarant and the RDA. As a condition to Closing on the sale of the Property to Declarant the RDA retained the right to approve the home owners association documents intended to ensure that the improvements related to the Association Parcels (defined below) are well maintained.

C. The Property has been or is in the process developed as the Jefferson Walkway project by constructing certain buildings and improvements on the Lots (“Project”). A current site plan (“Site Plan”) of the Project is attached as Exhibit B.

D. The Jefferson Walkway Home Owners Association, Inc. (“Association”), has been or will be created by filing Articles of Incorporation with the Utah Division of Corporations and Commercial Code. The Association shall henceforth be the governing body of the Project subject hereto and shall operate in accordance with the “Bylaws of the Association” (“Bylaws”), attached hereto as Exhibit C and made a part hereof.

E. Declarant intends by recording this Declaration and the Plat to: create certain easements for parking, access, delivery, utilities, maintenance, signage, and a public midblock walkway, and landscaping for the use and enjoyment of the Owners of the Lots, and, with respect to the midblock walkway only, the general public; and to impose upon the Project mutually beneficial easements and restrictions under a general plan of improvement for the benefit of the Lots and the Owners thereof.

F. Each of the Owners of the Lots has agreed to the terms of this Declaration and consented in writing to the Declarant’s recording of this Declaration against their respective Lots and Parcel A and B, which Owner consents and acknowledgments are attached to this Declaration.

ARTICLE I DEFINITIONS

1.1 Defined Terms. Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article I.

1.2 “Association” means Jefferson Walkway Owners Association, Inc., a Utah nonprofit corporation, organized to be the governing body of the Project.

1.3 “Association Parcels” means the Parcels, which Parcels the Association shall own and maintain for the purpose of pedestrian and vehicular ingress and egress, public walkway, parking (including any carport, garage or similar structure located on such Parcels), loading and unloading, landscaping, signage, lighting, garbage disposal, and the installation of utilities including sewer, water, storm drainage, electricity, and gas, together with related equipment, facilities, fixtures, and other personal property located thereon for the use and benefit of all Owners. The Public Walkway is also located within the Association Parcels. The Association Parcels shall be managed and controlled by the Association for the use and enjoyment of the Owners as more fully described in this Declaration.

1.4 “Board of Trustees” or “Board” means the Board of Trustees of the Association.

1.5 “Building(s)” means any permanently enclosed structure placed, constructed or located on a Lot or Parcel, which shall include appurtenant canopies and supports.

1.6 “Declarant” means Benchmark Modern, Inc. and its successors and assigns.

1.7 “Lot[s]” means each of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5 and/or Lot 6 as shown on the Plat, together with all improvements located thereon and all appurtenances thereunto appertaining.

1.8 “Maintenance Fund” means the fund created or to be created pursuant to the provisions of Article IX of this Declaration and into which all funds of the Association shall be deposited, for maintaining, repairing, replacing and operating the Association Parcels.

1.9 “Member” means a member and/or trustee of the Association.

1.10 “Mortgage” means any mortgage, deed of trust, or other security instrument by which a Lot or any part thereof is encumbered.

1.11 “Mortgagee” means (i) any person named as the mortgagee or beneficiary under any Mortgage, or (ii) any successor to the interest of such person under such Mortgage.

1.12 “Owner” means any person or entity or combination thereof as shown on the records of Salt Lake County, State of Utah. The term “Owner” shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or entity purchasing a Lot under contract until such contract is fully performed and legal title conveyed.

1.13 “Owner Maintenance Easement” means an easement in favor of each Owner over that portion of the Lot immediately adjacent to such Owner’s Building upon which a Utility Easement is shown on the Plat, which Owner Maintenance Easement shall be for the purpose of repairing, maintaining and replacing the Building immediately adjacent to each such Utility Easement. With respect to each such Owner Maintenance Easement, the Lot upon which the Building to be maintained is the dominant estate and the Lot upon which the adjacent Utility Easement is located is the servient estate. Each Owner Maintenance Easement shall be limited to the precise boundary of the Utility Easement upon which it is located. The right and obligations of each Owner with respect to the applicable Owner Maintenance Easement are set forth in paragraph 5.6 below.

1.14 “Parcel[s]” means Parcel A and/or Parcel B as the same are shown on the Plat.

1.15 “Plat” means the Jefferson Walkway Plat of Subdivision more particularly described in Paragraph A of the Recitals.

1.16 “Project” means all of the Lots and all Association Parcels.

1.17 “Property” means the real property more particularly described in Paragraph A of the Recitals above and on Exhibit “A” attached hereto.

1.18 “Public Walkway” means the paved walkway and improvements appurtenant thereto including landscaping and a perimeter wall/fence that will be constructed by Declarant in the Public Walkway Easement.

1.19 “Public Walkway Easement” means the easement set forth in paragraph 5.7, which easement is located on that portion of the Parcels identified on the Site Plan.

1.20 “Site Plan” means the Site Plan attached hereto as Exhibit B.

1.21 “Total Votes of the Association” means the total number of votes appertaining to the Lots in the Project. Each Owner shall be entitled to one vote for each Lot that it owns.

1.22 “Utility Easement” means those areas identified as “Utility Easement” on the Plat.

ARTICLE II DIVISION OF PROJECT

2.1 Submission to Declaration. All of the Project (i.e. the Lots and the Association Parcels) is and shall be subject to the covenants, conditions, restrictions, easements, uses, limitations, and obligations set forth herein and on the Plat, each and all of which are declared and agreed to be for the benefit of the Project and in furtherance of a plan for improvement of said property and division thereof into Lots and Parcels. Further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and any person acquiring, leasing, or owning an interest in any Lot or Parcel, their lessees, heirs, executors, administrators, devisees, successors and assigns.

2.2 Subdivision into Lots. Pursuant to the Plat, the Property is divided into lots and parcels (including the Lots and Parcels) as more particularly described on the Plat. The Owner of each Lot, shall have a non-exclusive easement to use the Association Parcels for the purpose set forth on the Plat and described in this Declaration.

2.3 Easements. The Declarant, its successors and assigns, shall have a transferable easement over and on the Association Parcels, for the purpose of doing all things reasonably necessary and proper for the construction, completion, development and sale of the Project.

ARTICLE III IMPROVEMENTS

3.1 Description of Improvements. The Project consists of six (6) Lots (i.e. Lot 1, Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6) and two (2) Parcels (i.e. Parcel A and Parcel B) as shown on the Plat (i.e. all lots and parcels shown on the Plat, excluding Lot 7). Each of the Lots shall, when improved, contain one detached Building, principally constructed of wood and such other materials as allowed by current building codes.

3.2 Description and Legal Status of Lots. The Plat shows the number of each Lot. All Lots shall be capable of being independently owned, encumbered, and conveyed.

3.3 Contents of Exhibit D. Exhibit D to this Declaration furnishes the following information with respect to each Lot: (a) the Lot number; (b) the number of votes appertaining to each Lot by the Owner as a Member of the Association; and (c) each Lot’s designated parking space, as shown on the Site Plan.

ARTICLE IV
NATURE AND INCIDENTS OF OWNERSHIP

4.1 Ownership and Maintenance of Lots. Subject to the provisions of this Declaration, each Owner shall have the right to construct, improve, reconstruct and repair the Building and other improvements located on such Owner's Lot. Each Lot, and the Building and other improvements located thereon, being the sole and exclusive property of the Owner thereof, and shall be maintained and repaired by the Owner and shall be kept in a clean and sanitary condition and in a state of good repair.

4.2 Title. Title to a Lot within the Project may be held or owned by any person or entity or any combination thereof and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation, joint tenancy or tenancy in common.

4.3 Prohibition Against Subdivision of Lot. No Owner, by deed, plat or otherwise, shall subdivide or in any manner cause his Lot to be subdivided, partitioned or separated into physical tracts or parcels smaller than the whole Lot as shown on the Plat.

4.4 Ownership and Use of Association Parcels. The Association shall own the Association Parcels subject to easements for use in favor of all of the Owners and/or the general public, as applicable. The Association shall have the exclusive right and obligation to manage and maintain all Association Parcels, and to repair, replace and reconstruct any existing or new Association Parcels. The Association, pursuant to action taken in accordance with this Declaration and the Articles and Bylaws, may determine from time to time, subject to any required governmental approval, what improvements will be constructed or located on the Association Parcels. Each Owner shall, by virtue of receiving a deed to a Lot, own his Lot subject to and together with a non-exclusive easement in favor of all Owners on, over, across and through the Association Parcels for the purposes and uses set forth on the Plat and in this Declaration. Except as otherwise provided in this Declaration, each Owner shall be entitled to use of the Association Parcels in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any rules or regulations promulgated by the Association.

4.5 Maintenance of Association Parcels. All Association Parcels (including any carport, garage or similar structure located on such Parcels) shall be maintained, cleaned, repaired and reconstructed by the Association, and shall be re-landscaped, rebuilt, replaced, repaired or materially altered only with the review, approval and consent of the Board of Trustees of the Association, and in accordance with the provisions of this Declaration. Without limiting the generality of the foregoing, the Association shall (a) maintain, clean, repair and keep in a sanitary condition and in a state of good repair all Association Parcels (including any carport, garage or similar structure located on such Parcels); (b) remove all snow from all parking areas, sidewalks and driveways located on the Association Parcels; and (c) re-landscape, re-construct and repair all Association Parcels at such time as the same are in a state of disrepair and require replacement.

4.6 Fences and Walls. The Association shall have the exclusive right to construct, locate, maintain, repair, and reconstruct any perimeter fences/walls located in Association

Parcels. Any perimeter fences/walls located in Association Parcels shall not be removed except with the approval of the majority of the members in the Association, at a meeting of the Owners duly held in accordance with the provisions of this Declaration, the Articles and Bylaws. No additional fences or walls, including any rear or side fences, shall be constructed between any Lots without the approval of the Board of Trustees. Any fences or walls permitted by the provisions of this section, shall be constructed of materials and shall be of such colors, styles and characteristics, as shall be approved by the Board of Trustees from time to time, with the intent being that the Board of Trustees will control the construction, maintenance and reconstruction of any fences or walls allowed by the provisions hereof to assure that they are constructed of similar materials and that they are harmonious with the overall architecture and aesthetics of the Project.

4.7 Separate Mortgages by Owners. Each Owner shall have the right separately to mortgage or otherwise encumber his Lot. No Owner nor the Association shall attempt to or shall have the right to separately mortgage or otherwise encumber the Association Parcels or any part thereof. Any mortgage or other encumbrance of any Lot shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

4.8 Separate Taxation. Each Lot and the Building and other improvements located thereon shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision thereof or of any special improvement district or of any other taxing or assessing authority. All such taxes, assessments, and other charges on each respective Lot shall be separately levied against the Owner thereof. No forfeiture or sale of any Lot for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Lot.

4.9 Mechanics' Liens. No labor performed or material furnished for use in connection with any Lot with the consent or at the request of an Owner or his agent or contractor shall create any right to file a statement, claim, or notice of mechanic's lien against the Lot of any other Owner not expressly consenting to or requesting the same.

4.10 Description of Lot. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Lot shall describe the interest or estate involved substantially as follows:

All of LOT No. _____ contained within Jefferson Walkway, as the same is identified in the subdivision plat recorded in the Office of the Recorder of Salt Lake County, Utah as Entry No. _____, in Book _____, at Page _____ (as said subdivision plat may have heretofore been amended or supplemented) and in the Declaration of Easements, Covenants, Conditions and Restrictions for Jefferson Walkway, recorded in the Office of the Recorder of Salt Lake County, Utah as Entry No. _____, in Book _____, at Page _____, (as said Declaration may have heretofore been amended or supplemented).

Regardless of whether or not the description employed in any such instrument is in the above specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot. Neither the membership in the Association, nor the non-exclusive easement for use of the Association Parcels shall be separated from the Lot to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such mandatory membership in the Association and such of non-exclusive easement for use of the Association Parcels shall automatically accompany the transfer of the Lot to which they relate.

4.11 Non-Exclusive Easements. All driveways or walkways constituting a part of the Association Parcels that provide access to public roads or walkways outside of the Project shall be easements for the non-exclusive use of Declarant, the Owners, their guests, occupants, lessees, and invitees.

4.12 Mortgages and Liens on Association Parcels. Except as expressly provided in this Declaration, the Association shall not attempt nor shall it have the right to mortgage or otherwise encumber the Association Parcels or any part thereof without the prior written consent of a majority of the Owners. No labor performed or material furnished for use in connection with the Association Parcels shall create any right to file a statement, claim, or notice of mechanic's lien against the Lots.

ARTICLE V
EASEMENTS

5.1 Easements for Maintenance. The Association shall have the irrevocable right to have access from time to time to the Lots (but not the Buildings located thereon) during such reasonable hours as may be necessary for the maintenance, cleaning, repair, and replacement thereof or for making emergency repairs at any time herein necessary to prevent damage to the Association Parcels.

5.2 Right to Ingress and Egress. Each Owner shall have the right to ingress and egress over, upon, and across the Association Parcels as necessary for access to such Owner's Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

5.3 Easement for Completion of Project. Declarant shall have a transferable easement over and on the Association Parcels for the purpose of completing construction of the Project and improvements therein and for the purpose of doing all things reasonably necessary or appropriate in connection therewith.

5.4 [Reserved].

5.5 Easements Reserved by Association. The Association shall have power to grant and convey to any third party easements and rights of way, including but not limited to rights of ingress and egress, in, on, over and under the Association Parcels, for the purpose of constructing, erecting, operating and maintaining lines, cables, wires, conduits or other devices for electricity, cable television, power, telephone and other purposes, public sewers, storm drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, garbage

collection facilities, lighting poles and lines, landscaping, curb and gutter, signage and any similar public or quasi-public improvements or facilities for the benefit of all Owners.

5.6 Owner Maintenance Easements. Each Owner shall have an easement over that portion of the Lot or Association Parcels immediately adjacent to such Owner's Building upon which a Utility Easement is shown on the Plat for the purpose of allowing each respective Lot Owner the right to access the neighboring Lot as indicated for the sole purpose of maintaining and repairing the portion of their Building that falls upon the common property line with the servient estate, including by, among other things, maintaining and replacing paint, repairing and maintaining windows, and conducting regular roof repairs ("House Maintenance Access"). Each Owner of the dominant estate shall exercise its House Maintenance Access rights in a manner that is as non-intrusive as possible to the Owner of the servient estate and will, whenever possible, provide at least 24 hours-notice to the Owner of the servient estate before entering the servient estate and commencing any maintenance activities therefrom, and the Owner of the servient estate shall have the right to reasonably delay such access from time to time, but never for more than 7 consecutive days. Each Owner of the dominant estate shall be solely responsible to repair any damage caused by or in the course of its House Maintenance Access.

5.7 Public Walkway Easement. There is hereby created a public pedestrian walkway through the Project and connecting 200 West and Jefferson Street as shown on the Plat (which public pedestrian walkway shall include any sidewalk extensions to adjoining properties, as shown on the Plat, for the benefit of the owners and guests of such adjoining properties). The Association shall ensure that the Public Walkway remains open to the public and maintain the Public Walkway in good repair and condition, such that the Public Walkway provides a clear and open view through the Project.

ARTICLE VI
RESTRICTIONS ON USE

6.1 Residential Uses Only. Each Lot and the Building and other improvements located thereon shall be used only for residential purposes and such other non-commercial purposes as are allowed by applicable zoning regulations and approved in advance by the Board of Trustees.

6.2 Compliance with Laws. Each Owner shall at all times comply with all present and future safety, health, environmental or other laws, ordinances, orders, rules, regulations and requirements of all federal, state, county and municipal governments, departments, commissions, boards and officers, and all orders, rules and regulations of the National Board of Fire Underwriters or any other body exercising similar functions, which may be applicable to the Lot and Building and other improvements located thereon. Each Owner shall (a) comply with all federal, state and local statutes, rules and regulations governing substances or materials identified as toxic, hazardous or otherwise damaging to person or property by reason of its chemical nature ("Environmental Laws") and (b) promptly notify the Association and any other affected Owner in the event of any discharge, spillage, uncontrolled loss, seepage, release or filtration of oil or petroleum or chemical liquids or solids, particles, liquids or gaseous products, hazardous waste or any product or byproduct of such Owner's operations that may constitute an environmental

hazard upon, on or under the Lot or improvement thereon or any other matter relating to the Environmental Laws as they may affect the Project.

6.3 Temporary Structures. No temporary buildings or other temporary structures shall be permitted on any Lots; provided, however, trailers, temporary buildings and the like shall be permitted for construction purposes during approved alteration, replacement, reconstruction or repair period of a Building. The location and nature of any structures must be submitted to and approved by the Board of Trustees and shall be placed as inconspicuously as practicable, shall cause no inconvenience to Owners of other Lots, and shall be removed not later than thirty (30) days after the date of substantial completion of the work in conjunction with which the temporary structure was used. Notwithstanding the foregoing, each Owner shall be able to freely use normal and ordinary deck and patio furnishings, which may include umbrellas, canopies, shade sails, and similar shade devices.

6.4 Antennas, Aerials and Dishes. No exterior radio, television or microwave antenna, aerial, dish or similar facility of any kind shall be erected or maintained on any Building or Lot without the prior approval of the Board of Trustees, which shall not be unreasonably withheld. All exterior antenna and similar facilities shall be located and positioned so as to be minimally visible where possible when viewed from the streets or the Public Walkway by the general public, and shall be aesthetically incorporated into the architectural design of the Building and shall be constructed of materials compatible with those of the Building to which it relates.

6.5 Auxiliary Structures. Auxiliary structures may be allowed on individual Lots and on Parcel A and B north of the existing carports if such auxiliary structures meet the Salt Lake City zoning ordinance and building code requirements and are approved by the Association pursuant to Section 15.1 of this Declaration.

6.6 Utilities; Mechanical Equipment; Roof Projections.

(a) All utility lines, including electrical, shall be underground. Pad mounted transformers, switch gear and similar equipment that must be installed above ground level shall be installed in landscape areas with suitable landscaping consistent with safety and other regulations of the relevant utility companies. Utility service lines (including, but not limited to, gas, water, sewer, and electricity) shall be connected to Buildings at points approved in writing by the Board of Trustees.

(b) All mechanical equipment shall be located and positioned so as to be minimally visible where possible when viewed from the streets or the Public Walkway by the general public, and shall be aesthetically incorporated into the architectural design of the Building and shall be constructed of materials compatible with those of the Building to which it relates.

6.7 Garbage. No refuse, garbage, trash, grass, shrub or tree clippings, plant waste, compost, bulk materials or debris of any kind shall be kept, stored or allowed to accumulate on any Lot except within an enclosed structure or container approved by the Board of Trustees or unless appropriately screened from view, in a manner acceptable to the Board of Trustees, except

that any refuse or storage container containing such materials and approved by the Board of Trustees may be placed outside at such time as may be reasonably necessary to permit garbage or trash pickup or materials storage. The Board of Trustees, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the type and appearance of permitted trash receptacles, the screening thereof by fences or otherwise, and the manner of storing and using the trash receptacles on the Project.

6.8 Parking and Parking Areas. No parking shall be permitted on any street, drive or alley within the Project, or any place other than parking areas located upon the Project as designated by the Site Plan. Each Owner shall be responsible for compliance by its visitors, guests, tenant and invitees of such rule. There shall be no charge for parking in the Association Parcels without the prior written consent of the Board of Trustees or unless otherwise required by law. No Owner, including its tenants and invitees, shall be entitled to use more than one parking space per Lot. Each Owner, including its Tenants, shall only be entitled to use the parking space/car port designated for their respective Lot as set forth in Exhibit D.

6.9 Utilities. All pipes, lines and other facilities for utilities, including water, gas, sewer and drainage, and all lines and conduits of any type hereafter installed for the transmission of audio and visual signals or electricity shall be located beneath the ground or within an enclosed structure, except that certain overhead lighting and utility appurtenances may be located above ground.

6.10 Maintenance of Buildings and Improvements. Each Owner shall at its own expense keep each Lot and all improvements located thereon, in a clean, safe, attractive and aesthetically pleasing condition, in good order and repair, including without limitation, painting and repairing and generally maintaining the exterior of all Buildings and other improvements at such times as necessary to maintain a first class appearance and function. The expense of any maintenance, replacement or repairs required in this section shall be the sole expense of each individual Owner and the Board of Trustees shall in no way be responsible for any expense related to any maintenance, repair, replacement or improvement of any Building or other improvements on such Owner's Lot.

6.11 Noxious or Offensive Activity. No noxious or offensive activity shall be carried on or upon any Lot or Building, nor shall anything be done or placed thereon which is or may become a nuisance or cause an unreasonable disturbance, unsightliness or annoyance to others or which constitutes a trespass against any adjoining Lot or Building, its Owners, occupants or subtenants. No excessive emission of fumes, odors, vibration, gasses, radiation, dust, liquid, wastes, smoke or noise shall be emitted from any Lot or Building.

6.12 Annoying Sounds or Odors. No sound or odor shall be emitted from any Lot or Building that is noxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, other than devices used exclusively for security, fire prevention or fire control purposes, shall be located or used on any Lot or Building. Notwithstanding the foregoing, music may be played in outdoor entertaining areas at reasonable levels that do not unreasonably intrude on the enjoyment of the other Lots or Association Parcels by other Owners.

6.13 Maintenance of Drainage. Each Building and Lot shall have appropriate provision for water retainage as may be necessary or appropriate for the Project's overall drainage system, as determined in the reasonable judgment of the Board of Trustees. The established drainage pattern over any Lot or Building may not be altered except as approved in writing by the Board of Trustees.

6.14 Exterior Lighting. All exterior and security lighting shall have underground service and shall be designed, erected, altered and maintained in accordance with plans and specifications approved in writing by the Board of Trustees to the end that lighting shall be compatible and harmonious throughout the Project.

6.15 Signs. The Association shall maintain all signage on the Project for the Project for the benefit of all Owners and General Public with respect to the Public Walkway. All signs must be approved in writing by the Board of Trustees and must conform to any applicable sign ordinances, rules and regulations

6.16 No Obstructions. There shall be no obstruction of the Association Parcels by any Owner. Except with the prior written consent of the Association, Owners shall neither store nor leave any of their equipment, fixtures or personal property in the Association Parcels.

6.17 Prohibition of Damage and Certain Activities. Nothing shall be done or kept in or on any Lot or in the Association Parcels or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Association Parcels or any part thereof shall be committed by any Owner or guest or invitee of any Owner, and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from any such damage or waste caused by such Owner, his agents, employees, guests, lessees, licensees, or invitees.

6.18 Rules and Regulations. The Owners and their agents, guests, invitees, employees, and contractors shall comply with all of the rules and regulations governing use of the Association Parcels, as such rules and regulations may from time to time be adopted, amended, or revised by the Board of Trustees.

6.19 [Reserved].

6.20 Application of Restrictions. All of the easements, covenants, conditions, restrictions and other provisions of this Declaration shall apply to all Owners and anyone claiming by, through or under the Owners including but not limited to occupants, guests, lessees, employees, agents, contractors and invitees. All of the Project shall be held, used and enjoyed subject to the limitations, restrictions and other provisions set forth in this Declaration. Reasonable variations from the strict application of the limitations and restrictions in this Article VI in any specific case may be granted by the Board of Trustees, if such strict application would be unreasonable or unduly harsh under the circumstances or otherwise not in the best interests of, or harmful to, the other Owners. Any such variance shall not constitute a waiver or estoppel with respect to any future action by the Board of Trustees.

ARTICLE VII
THE ASSOCIATION

7.1 Membership. Each Owner shall be entitled and required to be a Member of the Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Lot is held by more than one person, the membership appurtenant to that Lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the Lot is held. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. An Owner shall be entitled to one membership for each Lot owned by said Owner. Each membership shall be appurtenant to the Lot to which it relates and shall be transferred automatically by conveyance of that Lot. Ownership of a Lot within the Project cannot be separated from membership in the Association appurtenant thereto, and any devise, encumbrance, conveyance, or other disposition of a Lot shall be construed to be a devise, encumbrance, conveyance or other disposition, respectively, of the Owner's membership in the Association, and the rights appurtenant thereto. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Lot.

7.2 Board of Trustees. The Board of Trustees shall consist of three (3) members. Declarant reserves the right to appoint all of the Board of Trustees until the date that is sixty (60) days after seventy-five percent 75% of the Lots have been conveyed to Owners other than Declarant.

7.3 Amplification. The provisions of this Article VII may be amplified by the Articles of Incorporation and Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration.

ARTICLE VIII
CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

8.1 The Association Parcels. The Association shall be responsible, as described in Section 4.4, and subject to the rights and duties of the Owners as set forth in this Declaration, for the exclusive management and control of the Association Parcels and all improvements thereon. In particular, the Association shall be responsible for the maintenance of the driveways, curb and gutter, signage, parking areas, landscaping, walkway, sidewalk, and lighting and associated improvements located in the Association Parcels. All goods and services procured by the Association in performing its responsibilities under this Section shall be paid for with funds from the Maintenance Fund.

8.2 Manager. The Association may by written contract delegate in whole or in part to a professional Manager such of the Association's duties, responsibilities, functions, and powers hereunder as are properly delegable. The services of any Manager retained by the Association shall be paid for with funds from the Maintenance Fund.

8.3 Miscellaneous Goods and Services. The Association may obtain and pay for the services of such personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project, the enforcement of this Declaration, or any other matter. In addition to the foregoing, the Association may acquire and pay for out of the Maintenance Fund water, sewer, garbage collection, electrical, gas, and other necessary or desirable utility services for the Association Parcels and insurance, bonds, and other goods and services common to the Lots.

8.4 Rules and Regulations. The Association, by action of its Board of Trustees, may make reasonable rules and regulations governing the use of the Lots and of the Association Parcels, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations of Owners arising hereunder, or to obtain damages for noncompliance therewith, as permitted by law. In the event of such judicial action, the Association shall be entitled to recover its costs, including reasonable attorney's fees, from the offending Owner.

8.5 Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

8.6 Reserves. The Association shall maintain an adequate reserve fund for maintenance, repairs and replacement of those portions of the Association Parcels that must be replaced on a periodic basis, and such reserves shall be funded from the monthly assessments described in Article IX below.

ARTICLE IX ASSESSMENTS

9.1 Agreement to Pay Assessments. Each Owner of a Lot by the acceptance of instruments of conveyance and transfer of such Lot, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association, to pay to the Association all assessments, both regular and special, made by the Association for the purposes provided in this Declaration. Such assessments shall be established and collected from time to time as provided in this Article IX.

9.2 Regular Assessments. Regular assessments shall be computed and assessed against all Lots in the Project as follows:

(a) Maintenance Expenses.

(i) Annual Budget. On or before the 1st day of December of each year, the Association shall prepare, or cause to be prepared, an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the coming calendar year and taking into account the general condition of the Project. Each such budget, together with a

written statement from the Association outlining a plan of operation for the year in question and justifying in every important particular the estimates made, shall be submitted to the Members on or before the 15th day of December of each year. Such budget, with any changes therein, shall be adopted by the Members at each annual meeting of the Members. Said operating budget shall serve as the basis for the schedule of proposed monthly assessments for the annual period for which it is prepared. Said budget shall also constitute a major guideline under which the Association shall operate during such annual period.

(ii) Basis of Annual Budget. The annual budget shall be based upon the Association's estimates of the cash required to provide for payment of expenses ("Maintenance Expenses") arising out of or connected with maintenance, repair, replacement and operation of the Association Parcels (including any carport, garage or similar structure located on such Parcels). Such actual expenses and estimated expenses may include, among other things, the following: expenses of management; governmental taxes and special assessments; premiums for all insurance that the Association is required or permitted to maintain; repairs and maintenance; wages for Association employees, including fees for a Manager, if any; utility charges; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve; sinking or reserve funds required or allowed herein; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration.

(iii) Regular Assessments. The Association shall establish a regular, equal monthly assessment to be paid by each Owner (the "Regular Assessments") for the purposes of funding the Maintenance Expenses to be paid by the Association. The monthly due date and manner of payment of the Regular Assessments shall be determined by the Association. Each Owner shall be responsible for paying its proportionate share of the Maintenance Expenses, which proportionate share for each Lot shall be 16.68% (for each Owner, "Owners Proportionate Share"). Each Regular Assessment shall bear interest at the rate of one and one-half percent (1½%) per month from the date it becomes due and payable until paid.

(b) Inadequate Funds. In the event that the Regular Assessments prove inadequate at any time for whatever reason, including nonpayment of any Owner's Regular Assessment, the Association may levy additional assessments in accordance with the procedure set forth in Section 9.3 below, except that the vote therein specified shall not be necessary.

9.3 Special Assessments. In addition to the Regular Assessments authorized by Sections 9.1 and 9.2 above, the Association may levy, at any time and from time to time, upon affirmative vote of at least fifty-one percent (51%) of the Total Votes of the Association, special assessments ("Special Assessments"), payable over such periods of time as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Association Parcels or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Any amounts assessed pursuant hereto shall be based upon each Owner's Proportionate Share. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners. No payment shall be

due less than thirty (30) days after such notice shall have been mailed. All unpaid portions of any Special Assessment shall bear interest at the rate of one and one-half percent (1½%) per month from the date such portions become due until paid.

9.4 Lien for Assessments. All sums assessed to the Owner of any Lot within the Project pursuant to the provisions of this Article IX, together with interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association. To evidence a lien for sums assessed pursuant to this Article IX, the Association may prepare a written notice of lien setting forth the amount of the Assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, and a description of the Lot. Each Owner shall be deemed to have consented to the filing of a notice of lien against such Owner's Lot. Such notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the Salt Lake County Recorder. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in the State of Utah. In any such foreclosure, the Owner 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 lien being foreclosed. The Owner shall also be required to pay to the Association any Regular or Special Assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid in at any foreclosure sale, and to own, lease, mortgage or convey the subject Lot.

9.5 Personal Obligation of Owner. Failure of the Association to give timely notice of any Regular or Special Assessment as provided herein shall not affect the liability of the Owner of any Lot for such Assessment. The amount of any Regular or Special Assessment against any Lot shall be the personal obligation of the Owner of such Lot to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Association Parcels or by abandonment of his Lot, or by waiving any services or amenities. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorney's fees.

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

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

9.8 Assessments Part of Maintenance Fund. All funds received from assessments under this Article IX shall be a part of the Maintenance Fund.

9.9 Amendment of Article. Except as may be necessary to conform to the law, as it may be amended from time to time, this Article IX shall not be amended unless the Owners of all Lots in the Project unanimously consent and agree to such amendment by a duly recorded instrument.

ARTICLE X INSURANCE

10.1 Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following types of insurance coverage, provided by companies licensed to do business in the State of Utah:

(a) Fire and Casualty Insurance. A policy or policies of insurance on the Association Parcels in such amounts sufficient for the complete replacement thereof in the event of damage or destruction from casualty against which such insurance is customarily maintained by other projects similar in construction, design, and use. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection as to the Association Parcels. The Association may comply with the above requirements by the purchase of blanket coverage in sufficient amounts to replace all of the improvements contained in the Association Parcels and may elect such "deductible" provisions that in the Association's opinion are consistent with good business practice.

(b) Public Liability and Property Damage Insurance. The Association shall obtain a broad form of comprehensive public liability insurance coverage for the Association Parcels, in such amounts and in such forms as it deems advisable to provide adequate protection against liability for personal injury, death and property damage. Coverage shall include without limitation, liability for operation of automobiles on behalf of the Association and all activities in connection with the ownership, operation, maintenance, and other use of the Association Parcels.

(c) Workers' Compensation Insurance. Workers' compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association, if any, in the amounts and in the forms now or hereafter required by law.

(d) Fidelity Insurance or Bond. Fidelity insurance or a bond in such amounts and in such forms as the Association deems appropriate to cover against dishonesty of employees or the Manager, destruction or disappearance of money or securities, and forgery.

10.2 Form of Insurance. Insurance coverage on the Association Parcels, insofar as possible, shall be in the following form:

(a) Casualty and Flood Hazard Insurance. Casualty and hazard insurance in a form or forms naming the Association as the insured, as trustee for the Owners and for Declarant, whether or not Declarant is an Owner, and which policy or policies shall specify the interest of each Owner (Owner's name and Lot number), and shall contain a standard,

noncontributory mortgagee clause in favor of each Mortgagee which from time to time shall give notice to the Association of its Mortgage. The Association shall furnish to each Owner, and to each Mortgagee requesting in writing the same, a certificate of coverage, including an identification of the Owner's interest.

(b) Public Liability and Property Damage Insurance. Public liability and property damage insurance which names the Association as the insured, as trustee for each Owner, for the Manager, if any, and for Declarant, whether or not Declarant is an Owner, and which protects each Owner, the Manager, if any, and Declarant against liability for acts or omissions of any of them in connection with the ownership, operation, maintenance, or other use of the Project.

10.3 Additional Coverage. The provisions of this Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Declaration in such amounts and in such forms as the Association may from time to time deem appropriate.

10.4 Adjustment and Contribution. Exclusive authority to adjust losses under the insurance policies hereafter in force on the Project shall be vested in the Association. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.

10.5 Insurance Carried by Owners. Each Owner is responsible for and may obtain insurance, at his own election and expense, providing coverage upon his Lot, and all improvements and personal property located thereon, and for general liability coverage, including without limitation, coverage for personal injury, property damage, and such other risks as each Owner may deem appropriate; provided that if the insurer under said policy is the insurer under any policy issued pursuant to Section 10.1 through 10.3 above, then any insurance policy obtained by an Owner shall provide that it does not diminish the insurance carrier's coverage for liability arising under any of the insurance policies obtained by the Association pursuant to this Article. The Association shall have no obligation or responsibility to carry insurance on the Lots, or any improvements located on the Lots.

10.6 Review of Insurance. The Association shall review annually the coverage and policy limits of all insurance on the Project and shall adjust the same at its discretion. Such annual review may include an appraisal of the improvements in the Project by a representative of the insurance carrier or carriers providing the policy or policies on the Project, or such other qualified appraisers as the Association may select.

ARTICLE XI DAMAGE OR DESTRUCTION

11.1 Association as Attorney in Fact. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place and stead for the purpose of dealing with the Association Parcels of the Project upon their damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from Declarant or any Owner shall constitute an appointment by said grantee of the Association as his attorney in fact

as herein provided. As attorney in fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, deed or other instrument with respect to the interest of an Owner in the Association Parcels which may be necessary or appropriate to execute the powers herein granted.

11.2 Destruction. Upon the damage or destruction of any portion or all of the Association Parcels, the Association shall proceed to repair and reconstruct the Association Parcels. The Association shall use insurance proceeds from the insurance it is obligated to carry to accomplish such repair and reconstruction. In the event insurance proceeds are insufficient to accomplish the repair and reconstruction as required herein, then the Association shall levy a special assessment against all Owners pursuant to the provisions of Article IX above to collect funds necessary to accomplish such repairs and reconstruction.

11.3 Repair or Reconstruction. As soon as practicable after receiving estimates on the cost of repair or reconstruction, the Association shall, if repair or restoration is to occur, diligently pursue to completion the repair or reconstruction of that part of the Association Parcels damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith.

11.4 Disbursement of Funds for Repair or Reconstruction. If repair or reconstruction is to occur, then the insurance proceeds held by the Association and any amounts received from assessments shall constitute a fund for the payment of the costs of such repair and reconstruction. It shall be deemed that the first monies disbursed in payment for the costs of such repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all of the costs of such repair or reconstruction, such balance shall be distributed to the Owners based upon their Proportionate Share.

ARTICLE XII
CONDEMNATION

12.1 Condemnation. If at any time or times all or any part of the Association Parcels shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of the Association Parcels in lieu of condemnation, but under threat of condemnation, shall be deemed to be taken by power of eminent domain.

12.2 Proceeds. All compensation, damages, and other proceeds from any such taking by power of eminent domain shall be allocated among and distributed to the Owners in proportion to and based on the number of Lots in the Project. Such distribution shall be made by check payable jointly to the respective Owners and their respective Mortgagees, as appropriate.

ARTICLE XIII
COMPLIANCE WITH DECLARATION AND BYLAWS

13.1 Compliance. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, rules and regulations promulgated by the Association, and the decisions and resolutions of the Association adopted pursuant

thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association or by an aggrieved Owner.

13.2 Enforcement and Remedies. The obligations, provisions, covenants, restrictions, easements and conditions contained in this Declaration, or in any supplemental or amended Declaration, enforceable against the Association, shall be enforceable by any Owner of a Lot, or by the RDA by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions easements and conditions contained in this Declaration, or in any supplemental or amended Declaration, enforceable against an Owner or any other person, shall be enforceable by the Association or the RDA by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid.

ARTICLE XIV
MORTGAGEE PROTECTION

14.1 Mortgage Protection. No breach of any of the covenants, conditions, restrictions, and limitations contained herein shall defeat or render invalid the lien of any Mortgage made in good faith and for value; provided, however, that all such covenants, conditions, restrictions easements and limitations contained herein shall be binding upon an Owner whose title is derived through foreclosure or trustee's sale.

14.2 Priority of Liens. No enforcement of any lien provision herein contained shall defeat or render invalid the lien of any Mortgage. All sums assessed in accordance with the provisions herein shall constitute a lien on each respective Lot prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; and (2) the lien or charge of any recorded Mortgage on such Lot made in good faith and for value and recorded prior to the date on which any such assessment or assessments become due.

14.3 Prior Liens Relate Only to Individual Lots. All taxes, assessments and charges which may become liens prior to the first Mortgage under local law shall relate only to the individual Lot and not to the Project as a whole.

14.4 Mortgage Holder Rights in Event of Foreclosure. Any Mortgagee of a Mortgage of record which obtains title to a Lot by the foreclosure of the Mortgage on the Lot or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments and charges against the Lot which accrued prior to the date of the acquisition of title to such Lot by such acquirer. Any unpaid assessments shall be deemed to be Maintenance Expenses collectible from all of the Lots in the Project, including the Lot that has been acquired in accordance with the provisions of this Section.

14.5 Amendment. No provision of this Article XIV shall be amended without the prior written consent of at least two-thirds of all first Mortgagees as appear on the official records of Salt Lake County, Utah, as of the date of such amendment.

ARTICLE XV
APPROVAL OF PLANS

15.1 Approval of Plans for Alteration, Additions, Auxiliary Structures or Reconstruction. No construction or exterior alterations of any Building or other improvements, including signs, may be commenced without written approval by the Association. Procedures for applications and approval shall be established by the Association and published for the benefit of the Owners from time-to-time in the Rules and Regulations. Preserving the existing view shed along with the Jefferson Walkway will be a guiding principle. Until such time as procedures are established by the Association, the Association's approval shall require written approval of at least fifty one percent (51%) of the Total Votes of the Association. All applications to the Board of Trustees shall be addressed to the Board of Trustees at an address that the Board shall hereafter designate in writing, with notice to all Owners and the Redevelopment Agency of Salt Lake City.

(a) The Board of Trustees shall exercise its best judgment to see that all Buildings and improvements, including signs constructed within the Project conform to the purposes and requirements of this Declaration; provided, however, the Board of Trustees and its employees or agents shall not be held liable to any Owner or to anyone submitting plans for approval, or to any other party by reason of a mistake in judgment, negligence or non-feasance arising out of, or in connection with the approval, disapproval or failure to approve any such plans.

(b) Upon the approval of plans by the Board of Trustees hereunder, Owner shall diligently proceed with the commencement and completion of all approved construction, repair, replacement, reconstruction or addition. Unless work on the approved construction repair, replacement, reconstruction or addition shall be commenced within one (1) year from the date of such approval and diligently pursued thereafter, then the approval shall automatically expire, unless the Board of Trustees has given a written extension of time.

(c) Approval of plans by the Board of Trustees may be secured prior to acquisition of a Lot pursuant to the terms of a sales contract.

(d) The Board of Trustees and its members shall not be liable to the applicant or to the Owner or anyone claiming by, through or under the Owner of any Lot or Building for damages or any other remedy as the result of their actions, inactions, or approval or disapproval of any set of plans submitted to the Board of Trustees for review. In the absence of bad faith or malicious actions, the Owners shall have no claim against the Board of Trustees or its members as a result of the performance or failure to perform the duties created by this Declaration. Any persons or entities acquiring an interest in any portion of the Project shall be deemed to have agreed and covenanted that such Owner will not bring any action or suit to recover damages against the Board of Trustees or its members, or the advisors, officers, employees or agents of any of the foregoing, as the result of the performance by the Board of Trustees of its duties and responsibilities under this Declaration.

(e) The review by the Board of Trustees of plans submitted pursuant to this Article XV is limited to those matters expressly described in this Declaration. The Board of

Trustees shall have no authority over the enforcement of building codes, zoning ordinances or other statutes, laws or ordinances affecting development or improvement of the Project and shall have no liability to any Owner or anyone claiming by, through or under such Owner whose plans were approved in a manner that included any violation of building codes, zoning ordinances or other statutes, laws or ordinances affecting development or improvement of the Project. The Board of Trustees shall not be responsible for reviewing, nor shall the approval by the Board of Trustees of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or compliance with any applicable building codes, zoning ordinances or other statutes, laws or ordinances affecting the development or improvement of the Project. The structural integrity of any Building or improvement constructed within a Lot shall not be the responsibility of the Board of Trustees. Corrections or changes to plans as may be subsequently required to bring them into conformity with any applicable statutes, laws or ordinances must be reviewed and approved by the Board of Trustees prior to construction.

15.2 Exterior Materials and Colors. All exterior walls of any Building or other improvement must be finished with architectural masonry units, natural stone, precast concrete, aluminum or glass materials, or their equivalent, along with such other architecturally and aesthetically suitable building materials as shall be approved in writing by the Board of Trustees. Color shall be harmonious and compatible with colors of the natural surroundings and adjacent Buildings. Changes to the exterior paint colors of any Building, including the cedar wood siding, must be specifically approved in writing by the Board of Trustees.

ARTICLE XVI GENERAL PROVISIONS

16.1 Intent and Purpose. The provisions of this Declaration and any supplemental or amended Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a planned unit development project. Failure to enforce any provision, restriction, covenant, or condition in this Declaration, or in any supplemental or amended Declaration, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.

16.2 Construction. The provisions of this Declaration shall be in addition and supplemental to all applicable provisions of law. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The Article and Section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define or otherwise affect the context, meaning, or intent of this Declaration or any Article, section or provision hereof. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

16.3 Audit. Any Owner may at any reasonable time, upon appointment and at his own expense, cause an audit or inspection to be made of the books and records maintained by the Association.

16.4 Amendment. Except as otherwise provided herein, this Declaration may be amended if Owners holding at least fifty-one percent (51%) of the Total Votes of the Association consent and agree to such amendment at a meeting of the Owners duly held in accordance with the provisions of the Articles, Bylaws, and this Declaration, which properly approved amendments shall be evidenced by instruments which are duly recorded in the office of the County Recorder for Salt Lake County, State of Utah.

16.5 Effective Date. This Declaration shall take effect upon recording.

16.6 Agent for Service. The person to receive service of process for the Association shall be the then current registered agent of the Association as shown on the records maintained in the office of the Division of Corporations and Commercial Code of the State of Utah.

16.7 Limitation on Association's Liability. The Association shall not be liable for any failure of utility service to be obtained and paid for by the Association hereunder, or for injury or damage to any person or property caused by the elements or by another Owner or person in the Project, or resulting from electricity, water, rain, snow or ice. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs, maintenance or improvements to the Project or any part thereof, or from any action taken to comply with any law, ordinance or order of a governmental authority.

16.8 Owner's Obligations. All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may be leasing, renting, or selling on contract his Lot. The Owner of a Lot shall have no obligation for expenses or other obligations accruing after he conveys title to such Lot.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the day and year first above written.

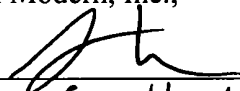
DECLARANT:

Benchmark Modern, Inc.,

By: _____

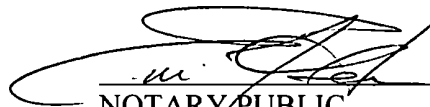
Name: _____

Title: _____

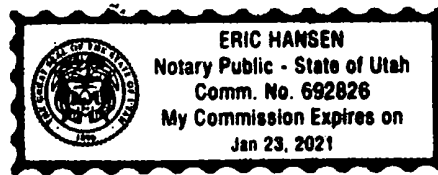

Garth Hare
President

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

The foregoing document was acknowledged before me this 23 day of July, 2018, by Carlin Heve, the President of Benchmark Modern, Inc., a Utah corporation.



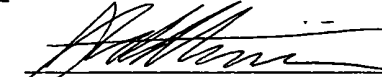
NOTARY PUBLIC




CONSENT AND ACKNOWLEDGMENT
OF
ANDREW L. MIDDLETON AND SHANTELL M. GARRETT

ANDREW L. MIDDLETON AND SHANTELL M. GARRETT, individuals and the Owners of Lot 5, hereby acknowledges, consents to and agrees with the execution and recordation of that certain DECLARATION OF EASEMENT, COVENANTS, CONDITIONS AND RESTRICTIONS FOR JEFFERSON WALKWAY to which this Consent and Acknowledgment is attached, and hereby further consents to the recordation of the said Declaration in the office of the Salt Lake County Recorder against the above-referenced Lot and Parcels A and B as identified on that certain plat of subdivision titled "Jefferson Walkway," recorded on September 28, 2017 as Entry No. 12626148, in Book 2017P, at Page 264 in the office of the County Recorder for Salt Lake County, State of Utah.

Dated: _____, 2018



Andrew L. Middleton


Shantell M. Garrett

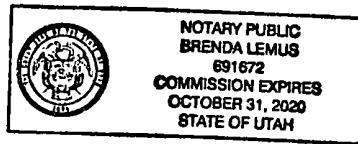
STATE OF UTAH)
): ss.
COUNTY OF SALT LAKE)

The foregoing document was acknowledged before me this 23 day of July, 2018, by Andrew L. Middleton.



NOTARY PUBLIC

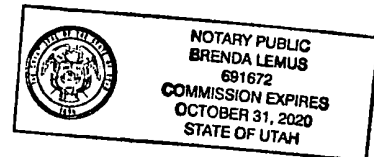
STATE OF UTAH)
): ss.
COUNTY OF SALT LAKE)



The foregoing document was acknowledged before me this 23 day of July, 2018, by Shantell M. Garrett.



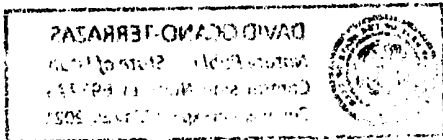
NOTARY PUBLIC



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

The foregoing document was acknowledged before me this _____ day of _____, 2018, by Sue Babb.

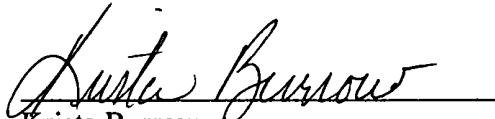
NOTARY PUBLIC



CONSENT AND ACKNOWLEDGMENT
OF
KRISTA BURROW

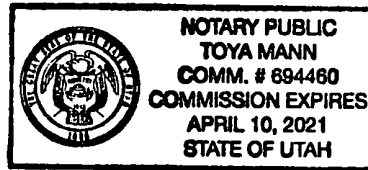
KRISTA BURROW, an individual and the Owner of Lot 2, hereby acknowledges, consents to and agrees with the execution and recordation of that certain DECLARATION OF EASEMENT, COVENANTS, CONDITIONS AND RESTRICTIONS FOR JEFFERSON WALKWAY to which this Consent and Acknowledgment is attached, and hereby further consents to the recordation of the said Declaration in the office of the Salt Lake County Recorder against the above-referenced Lot and Parcels A and B as identified on that certain plat of subdivision titled "Jefferson Walkway," recorded on September 28, 2017 as Entry No. 12626148, in Book 2017P, at Page 264 in the office of the County Recorder for Salt Lake County, State of Utah.

Dated: July 23, 2018

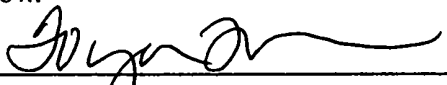


Krista Burrow

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



The foregoing document was acknowledged before me this 23rd day of July, 2018, by Krista Burrow.



NOTARY PUBLIC

**EXHIBIT A
TO
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
JEFFERSON WALKWAY**

(Property Description)

The real property referenced in the Declaration as the Property is located in Salt Lake City, Utah, as is more particularly described as follows:

PARCEL 1 LEGAL DESCRIPTION (TAX PARCEL NO. 1512254007 AND 1512254008):

LOTS 12 AND 13 OF BLOCK 2, WALKERS SUBDIVISION OF BLOCK 5, PLAT 'A' SALT LAKE CITY SURVEY ACCORDING TO OFFICIAL PLATS THEREOF, FILED IN BOOK 'A' OF PLATS AT PAGE 104 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 13, BLOCK 2 WALKER'S SUBDIVISION OF BLOCK 5, PLAT 'A', SALT LAKE CITY SURVEY POINT BEING NORTH 0°01'07" WEST 460.34 FEET FROM THE BRASS CAP IN THE INTERSECTION OF 900 SOUTH AND 200 WEST; THENCE NORTH 89°58'53" EAST 64.83 FEET TO THE POINT OF BEGINNING BEING ON THE EAST RIGHT OF WAY LINE FOR 200 WEST STREET, THENCE NORTH 89°56'31" EAST 132.11 FEET TO THE RIGHT OF WAY OF AN ALLEY, THENCE SOUTH 00°03'20" EAST 66.04 FEET ALONG SAID RIGHT OF WAY ALLEY, THENCE SOUTH 89°56'32" WEST 132.12 FEET TO THE EAST RIGHT OF WAY FOR 200 WEST, THENCE ALONG SAID RIGHT OF WAY NORTH 00°02'44" WEST 66.04 FEET TO THE POINT OF BEGINNING

CONTAINS: 8,725 S.F. OR 0.20 ACRES

PARCEL 2 LEGAL DESCRIPTION (TAX PARCEL NO. 1512254026 AND 1512254027):

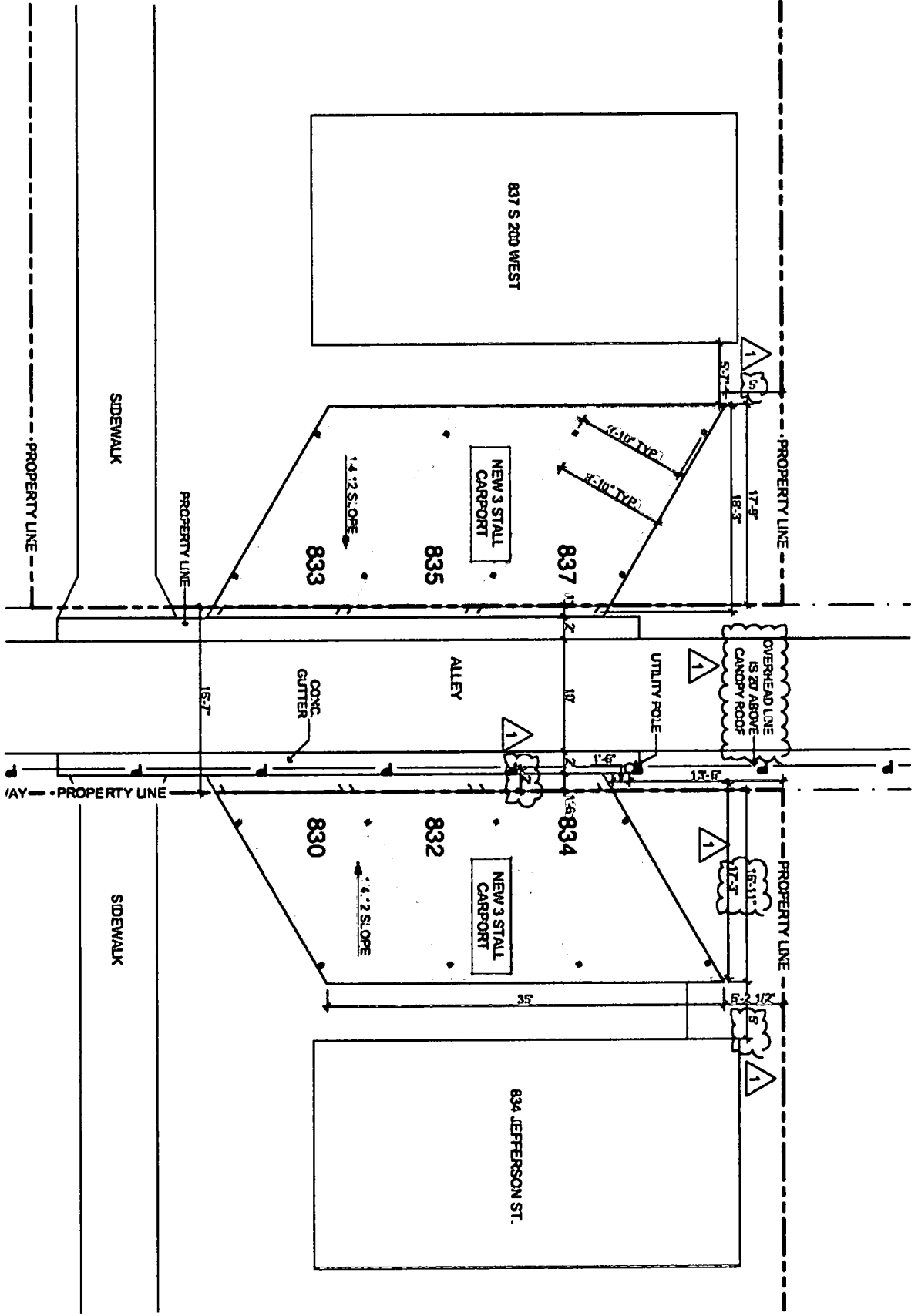
LOTS 30, 31 AND 32 OF BLOCK 2, WALKERS SUBDIVISION OF BLOCK 5, PLAT 'A' SALT LAKE CITY SURVEY ACCORDING TO OFFICIAL PLATS THEREOF, FILED IN BOOK 'A' OF PLATS AT PAGE 104 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 30, BLOCK 2, WALKER'S SUBDIVISION OF BLOCK 5, PLAT 'A', SALT LAKE CITY SURVEY POINT BEING NORTH 00°02'23" WEST 460.24 FEET FROM THE BRASS CAP IN THE INTERSECTION OF 900 SOUTH AND JEFFERSON STREET, THENCE SOUTH 89°57'37" WEST 35.18 FEET TO THE POINT OF BEGINNING BEING A POINT ON THE WEST RIGHT OF WAY LINE OF JEFFERSON STREET THENCE SOUTH 0°03'57" EAST 99.06 FEET ALONG SAID RIGHT OF WAY, THENCE SOUTH 89°56'32" WEST 132.13 FEET TO THE EAST RIGHT OF WAY OF AN ALLEY, THENCE NORTH 0°03'20" WEST 99.06 FEET ALONG SAID ALLEY RIGHT OF WAY, THENCE NORTH 89°56'31" EAST 132.11 FEET TO THE POINT OF BEGINNING

CONTAINS: 13,088 S.F. OR 0.30 ACRES

**EXHIBIT B
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
JEFFERSON WALKWAY**

(Site Plan)



1 **SITE PLAN**

SCALE: 1/8" = 1'-0"

Assigned Parking Spaces

**EXHIBIT C
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
JEFFERSON WALKWAY**

(By Laws)

**BYLAWS
OF
JEFFERSON WALKWAY HOME OWNERS' ASSOCIATION, INC.**

**ARTICLE I
DEFINITIONS**

Except as otherwise provided herein or as otherwise required by the context, all terms defined in the Declaration of Easements, Covenants, Conditions, and Restrictions of Jefferson Walkway Development, dated May ___, 2018, and recorded in the office of the County Recorder of Salt Lake County, Utah on May ___, 2018, as Entry No. [NUMBER], as the same may be amended and/or supplemented from time to time as therein provided (the "Declaration"), shall have such defined meanings when used in these Bylaws. In the event that any provision of these Bylaws conflicts with the Declaration, the terms of the Declaration shall control.

**ARTICLE II
OFFICES**

Jefferson Walkway Home Owners' Association, Inc. (the "Association") may have such other offices, within or without the State of Utah, as the Board may designate or as the business of the Association may require from time to time.

**ARTICLE III
MEMBERS**

Section 1. Annual Meetings. Each Owner of a Lot shall be a Member of the Association as set forth in the Articles of Incorporation and the Declaration. The annual meeting of Members

of the Association shall be held each November at the time, date and place set forth in a resolution by the Board, beginning with the year following the year in which the Articles of Incorporation are filed, for the purpose of electing trustees to the Board (if the Members then have responsibility for so doing) and transacting such other business as may come before the meeting. If the election of trustees shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Members 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 Members.

Section 2. Special Meetings. Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute, may be called from time to time by the Board or by the president, and shall be immediately called by the president upon the written request of Members holding not less than fifty percent (50%) of the total votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board or the president. In case of failure to call such meeting within thirty (30) days after such request, such Members may call the same in accordance with Utah Revised Nonprofit Corporation Act ("Act"), Utah Code Ann. § 16-6a-702.

Section 3. Place of Meetings. The Board may designate any place in Salt Lake City in the State of Utah, as the place of meeting for any annual meeting or for any special meeting called by the Board. A waiver of notice signed by all of the Members may designate any place, within the State of Utah, as the place for holding such meeting.

Section 4. Notice of Meetings. The Board shall cause written or printed notice of the time, place, and purpose of all meetings of the Members, whether annual or special, to be

delivered, not more than fifty (50) nor less than ten (10) days prior to the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the U.S. mail addressed to the Member at his registered address, with first class postage thereon prepaid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, the Member's Lot address shall be deemed to be such Member's registered address for purposes of notice hereunder.

Section 5. Fixing of Record Date. Upon purchasing a Lot, each Member shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Lot has been vested in such Member, which copy shall be maintained in the records of the Association. For the purpose of determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, the Board may designate a record date, which shall not be more than fifty (50) nor less than ten (10) days prior to the meeting. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Members of record of Lots shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members and any adjournments thereof.

Section 6. Quorum. At any meeting of the Members, the presence of Members holding, or holders of proxies entitled to cast, four of the total votes of the Association shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the Members present (whether represented in person or by proxy), though less than a quorum, may

adjourn the meeting to a later date. Notice thereof shall be delivered to the Members as provided above. At the reconvened meeting, the Members and proxy holders present shall constitute a quorum for the transaction of business even if the Members and proxy holders present are less than fifty percent (50%) of the total votes of the Association.

Section 7. Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy, or by written ballot; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member himself or by his attorney thereunto duly authorized in writing. If ownership of a Lot is jointly held, the instrument authorizing a proxy to act must have been executed by all owners of such Lot or their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered in compliance with Section 16-6a-712 of the Act prior the beginning of the meeting to the secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

Section 8. Votes. With respect to each matter, other than the election of trustees, submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy or by ballot, a single vote for each Lot owned by such Member. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting or by written ballot at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration, or Utah law.

Section 9. Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

Section 10. Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by a majority of the Members entitled to vote with respect to the subject matter thereof.

Section 11. Meetings by Telecommunication; Action by Written Ballot. Notwithstanding any provision in these Bylaws to the contrary, any or all of the Members may participate in any annual or special meeting by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A Member participating in a meeting by a means permitted in the foregoing sentence is considered to be present in person at the meeting. Notwithstanding any provision in these Bylaws to the contrary, any action that may be taken at any annual or special meeting of Members may be taken by written ballot in accordance with Section 16-6a-709 of the Act.

ARTICLE IV BOARD OF TRUSTEES

Section 1. General Powers. The property, affairs, and business of the Association shall be managed by the Board. The Board may exercise all of the powers of the Association, whether derived from law, the Articles of Incorporation, these Bylaws, or the Declaration, except those powers which are by law or by the foregoing documents vested solely in the Members. The Board's responsibilities shall, among other things, include, but shall not be limited to, the following: (a) administration; (b) preparing and administering an operational budget; (c)

establishing and administering an adequate reserve fund; (d) scheduling and conducting the annual meeting and other meetings of the Members; (e) collecting and enforcing the Assessments and maintenance related charges; (f) accounting functions and maintaining records; (h) promulgation and enforcement of the Rules; (i) maintenance of the Easement Areas; and (j) keeping or causing to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the Project; and (k) all other duties and responsibilities as set forth in the declaration. The books and records shall be available for examination by all Members at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedures. The Board may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.

Section 2. Initial Board of Trustees. The initial Board shall be composed of three (3) trustees. The trustees specified in the Articles of Incorporation, and any replacements duly appointed by Declarant, shall serve until the first meeting of the Members held after the Members obtain the responsibility for electing trustees, and until their successors are duly elected and qualified.

Section 3. Permanent Board of Trustees. After the Declarant turns over to the Members responsibility for electing trustees, the Board shall be composed of three (3) trustees. Each trustee shall be elected by a majority vote of the Members at a duly called meeting of the Members.

Section 4. Tenure. Each such trustee shall hold his or her office until the next ensuing regular annual meeting of the Members and until his or her successor shall have been chosen and

qualified, or until his or her death, or until his or her resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs.

Section 5. Qualifications. Trustees shall be Members and individuals over 18 years of age, but do not need to be residents of Utah.

Section 6. Regular Meetings. The regular annual meeting of the Board shall be held without other notice than these Bylaws, at the same place as the annual meeting of the Members. The Board may provide by resolution the time and place, within the State of Utah, for the holding of additional regular meetings without other notice than such resolution.

Section 7. Special Meetings. Special meetings of the Board may be called by or at the request of any of the trustees. The person or persons authorized to call special meetings of the Board may fix any place, within Salt Lake County in the State of Utah, as the place for holding any special meeting of the Board called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each trustee at such trustee's registered address, or by e-mail, facsimile or telegram. If mailed, such notice shall be deemed to have been delivered when deposited in the U.S. mail so addressed, with first class postage thereon prepaid. If notice is given by e-mail or facsimile, such notice shall be deemed to have been delivered when the notice is received by the recipient. Any trustee may waive notice of a meeting. The attendance of a trustee at a meeting shall constitute a waiver of notice of such meeting, except where a trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Members shall be given notice of and be entitled to attend all Board meetings.

Section 8. Quorum and Manner of Acting. A majority of the then authorized number of trustees shall constitute a quorum for the transaction of business at any meeting of the Board.

Except as otherwise required in these Bylaws, the Articles of Incorporation, or the Declaration, the act of a majority of the trustees present at any meeting at which a quorum is present shall be the act of the Board. The trustees shall act only as a board, and individual trustees shall have no powers as such.

Section 9. Rules. By a 61% vote of the entire Board, the Board may, from time to time and subject to the provisions of the Declaration and Article IX of these Bylaws, adopt, amend and repeal rules and regulations to be known as Rules.

Section 10. Compensation. No trustee shall receive compensation for any services that he or she may render to the Association as a trustee; provided, however, that a trustee may be reimbursed for expenses incurred in performance of his or her duties as a trustee to the extent such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his or her capacity as a trustee.

Section 11. Resignation and Removal. A trustee may resign at any time by delivering a written resignation to either the president or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any trustee may be removed at any time, for or without cause, by the fifty percent (50%) affirmative vote of the Members at a special meeting of the Members duly called for such purpose.

Section 12. Vacancies. If vacancies shall occur in the Board by reason of the death, resignation, or disqualification of a trustee, or if the authorized number of trustees shall be increased, the trustees then in office shall continue to act, and such vacancies or newly created trusteeships shall be filled by the majority vote of the trustees then in office, though less than a quorum, in any way approved by such trustees. Any vacancy in the Board occurring by reason

of removal of a trustee by the Members may be filled by election at the meeting at which such trustee is removed. Any trustee elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created trusteeship, as the case may be.

Section 13. Informal Action by Trustees. Any action that is required or permitted to be taken at a meeting of the Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the trustees immediately before such meeting.

ARTICLE V OFFICERS

Section 1. Officers. The officers of the Association shall be a president, a treasurer and a secretary, and such other officers as may from time to time be appointed by the Board and approved by a majority of the Members. The officers may delegate, in whole or in part, to a professional management organization or person such of their duties, responsibilities, functions, and powers as are properly delegable.

Section 2. Election, Tenure, and Qualifications. The officers of the Association shall be chosen by the Board annually at the regular annual meeting of the Board, and approved by the Members at the annual meeting. In the event of failure to choose officers at such regular annual meeting of the Board, officers may be chosen at any regular or special meeting of the Board and approved by proxy by the Members. Each such officer (whether chosen at a regular annual meeting of the Board or otherwise) shall hold his or her office until the next ensuing regular annual meeting of the Board and until his or her successor shall have been chosen and qualified, or until his or her death, or until his or her resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices; provided, however, that the president may not also be the secretary. No person

holding two or more offices shall act in or execute any instrument in the capacity of more than one office.

Section 3. Subordinate Officers. The Board may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may from time to time determine, with the approval of a majority of the Members by proxy. The Board may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate officers need not be trustees or Members of the Association.

Section 4. Removal. Any officer may resign at any time by delivering a written resignation to the president or to the Board. Any officer or agent may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 5. Vacancies. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board at any regular or special meeting, with approval by the Members by proxy or at the annual meeting of Members.

Section 6. President. The president shall be the principal executive officer of the Association and, subject to the control of the Board, shall in general supervise and control all of the business and affairs of the Association. The president shall, when present, preside at all meetings of the Members and of the Board. The president may sign, or any other proper officer of the Association thereunto authorized by the Board, any deeds, mortgages, bonds, contracts or

other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board from time to time.

Section 7. Secretary. The secretary shall (a) keep the minutes of the Association and of the Board in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records of the Association; and (d) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to the secretary by the president or by the Board, including, without limitation presiding at meetings of the Members and of the Board in the absence of the president.

Section 8. Treasurer. The treasurer, if appointed, shall: (a) have charge and custody of and be responsible for all funds of the Association; (b) receive and give receipt for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be determined by the Board; and (c) in general perform all of the duties incident to the office of the treasurer and such other duties as from time to time may be assigned to the treasurer by the president or by the Board, including, without limitation presiding at meetings of the Members and of the Board in the absence of the president..

Section 9. Assistant Secretaries and Assistant Treasurers. The assistant secretaries and assistant treasurers, in general, shall perform such duties as shall be assigned to them by the secretary or the treasurer, respectively, or by the president or the Board.

ARTICLE VI COMMITTEES

Section 1. Designation of Committees. The Board may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. No committee Member shall receive compensation for services that he may render to the Association as a committee Member; provided, however, that a committee Member may be reimbursed for expenses incurred in performance of his/her duties as a committee Member to the extent that such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his/her capacity as a committee Member.

Section 2. Proceedings of Committees. Each committee designated hereunder by the Board may appoint its own presiding officer and record keeper and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

Section 3. Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board, the presence of Members constituting at least a majority of the authorized Membership of such committee (but in no event less than two Members) shall constitute a quorum for the transaction of business, and the act of a majority of the Members present at any meeting at which a quorum is present shall be the act of such committee. The Members of any committee designated by the Board hereunder shall act only as a committee, and the individual Members thereof shall have no powers as such.

Section 4. Resignation and Removal. Any Member of any committee designated hereunder by the Board may resign at any time by delivering a written resignation to the

president, the Board, or the presiding officer of the committee of which he is a Member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any Member of any committee.

Section 5. Vacancies. If any vacancy shall occur in any committee designated by the Board hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining Members shall, until the filling of such vacancy, constitute the then total authorized Membership of the committee and, provided that two or more Members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

ARTICLE VII INDEMNIFICATION

Section 1. Indemnification--Third-Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a trustee or officer of the Association, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such trustee or officer in connection with such action, suit, or proceeding, if such trustee or officer acted in good faith and in a manner such trustee or officer reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not

opposed to the best interests of the Association or with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 2. Indemnification--Association Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association by reason of the fact that he or she is or was a trustee or officer of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association; provided, however, that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper.

Section 3. Determination. To the extent that a person described in Sections 1 and 2 of this Article VII has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1 or 2 of Article VII hereof, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith. Any other indemnification under Sections 1 or 2 of Article VII hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Sections 1 or 2 hereof. Such determination shall be made in accordance with Section 16-6a-906 of the Act.

Section 4. Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board and upon receipt of a certification from the person seeking such advance that such person meets the standards for indemnification and receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately be determined that such person is entitled to be indemnified by the Association as authorized by this article or otherwise.

Section 5. Scope of Indemnification. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Declaration, the Articles of Incorporation, Bylaws, agreements, vote of disinterested Members or trustees, or otherwise, both as to action in the person's official capacity and as to action in another capacity while holding such office. The indemnification authorized by this article shall apply to all present and future trustees and officers of the Association and shall continue as to such persons who cease to be trustees, officers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

Section 6. Insurance. The Association may purchase and maintain insurance on behalf of any person who was or is a trustee, officer, employee, or agent of the Association, or who was or is serving at the request of the Association as a trustee, officer, employee, or agent of another corporation, entity, or enterprise (whether for profit or not for profit), against any liability asserted against such person or incurred by such person in any such capacity or arising out of his/her status as such, whether or not the Association would have the power to indemnify him

against such liability under the laws of the State of Utah, as the same may hereafter be amended or modified.

Section 7. Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this article shall constitute expenses of the Association.

ARTICLE VIII FISCAL YEAR

This fiscal year of the Association shall begin on the 1st day of January of each year and shall end on the 31st day of December next following; provided, however, that the first fiscal year shall begin on the date of incorporation.

ARTICLE IX RULES AND REGULATIONS

Section 1. Rules. By a 61% vote of the entire Board, the Board may, from time to time and subject to the provisions of the Declaration, propose to adopt, amend and repeal rules and regulations to be known as Rules. Since it is impossible to foresee all potential situations that may arise within the Project, the Board has the authority to propose to adopt and modify the Rules as needed to address new or changing circumstances. Changes to the Rules proposed by Board shall only become effective approved by 61% of the Membership. The Rules may restrict and govern the use of any area of the Project by any Owner or Resident, by the family of that Owner or Resident, or by any invitee, licensee or tenant of that Owner or Resident; provided, however, that the Rules will not discriminate among Owners or Residents and will be consistent with the Declaration, the Articles and these Bylaws.

Section 2. Notice. The Board will send notice to all Owners concerning any proposed Rule change at least ten business days prior to the meeting of the Board at which such action is

to be considered. At any such meeting, Members will have a reasonable opportunity to be heard before the proposed action is put to a vote by the Board and then by the Members.

Section 3. No Modification of Declaration. No action taken under this Article IX will have the effect of modifying or repealing any other provision of the Declaration other than the Rules. In the event of a conflict between the Rules and any provision of the Declaration, the Declaration controls. Notwithstanding the foregoing, neither the Declaration nor the Rules may limit or lessen the application or effect of any ordinance or regulation of Salt Lake City Corporation.

Section 4. Uniformity. Except as may be set forth in the Declaration, these Bylaws or the Articles, all Rules will comply with the following provisions: (a) similarly situated Units will be treated similarly, however the Rules may vary by location, use or other distinct characteristics of areas within Marmalade; (b) no rules will prohibit an Owner or occupant from displaying political, religious or holiday symbols and decorations on his or her Lot of the kinds normally displayed in residential Sub-Associations, nor will any Rule regulate the content of political signs. However, the Association may adopt time, place and manner restrictions with respect to signs, symbols and displays visible from outside structures on the Lot, including reasonable limitations on size and number so long as such restrictions are not prohibited by applicable law.

Section 5. Household Composition. No Rule will interfere with an Owner's freedom to determine household composition, except that the Association may impose and enforce reasonable occupancy limitations and conditions based on Lot size and facilities and its fair use of the Easement Areas so long as such limitations and conditions comply with applicable law.

Section 6. Prohibited Activities. No Rule will interfere with the activities carried on within a Dwelling, except that the Association may prohibit activities not normally associated

with residential property. It may also restrict or prohibit activities that create monetary costs for the Association or other Owners, that create a danger to anyone's health or safety, that generate excessive noise or traffic, that create unsightly conditions visible from outside the Dwelling, or that are an unreasonable source of annoyance. The Association's authority to impose such Rules will in no way lessen the effect of any ordinances or regulations of the Salt Lake City Corporation.

Section 7. Allocation of Financial Burden. No Rule will alter the allocation of financial burdens among the various Lots or rights to use the Easement Areas to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Subject to Salt Lake City Ordinances, nothing in this provision will prevent the Association from changing the Easement Areas available, from adopting generally applicable rules for use of the Easement Areas, or from denying use privileges to those who are delinquent in paying assessments, abuse the Easement Areas, or violate the Declaration, these Bylaws or the Articles. This provision does not affect the right to increase the amount of Assessments.

Section 8. Leasing. No Rule will prohibit leasing or transfer of any Lot or residential unit thereon or require approval prior to leasing or transferring any such interest; however, the Rules may require a minimum lease term of up to 12 months.

Section 9. Easements. No Rule may unreasonably interfere with the exercise of any easement.

The Association shall keep copies of the current Rules available to Members upon request. The Association may charge a reasonable fee to cover its reproduction cost.

**ARTICLE X
AMENDMENTS**

Except as otherwise provided by law, the Articles of Incorporation, the Declaration, or these Bylaws, these Bylaws may be amended, modified, or repealed and new bylaws may be made and adopted by the Members upon the affirmative vote of more than sixty six and two-thirds percent (66.67%) of the total votes of the Association. No amendment which eliminates the rights of the Declarant under the Declaration or these Bylaws will be effective without the written consent of the Declarant. No amendment authorized pursuant to this Section prior to the expiration of Declarant's control under the Declaration, will be effective without the written consent of the Declarant.

Adopted this ____ day of May, 2018.

By: _____

Print Name: _____

Title: Secretary

EXHIBIT A

(Schedule of Membership Interests for Lots and Voting)

Lot Number	Membership Interest and Assessment Allocation	Number of Votes
Lot 1	1/6 th	1
Lot 2	1/6 th	1
Lot 3	1/6 th	1
Lot 4	1/6 th	1
Lot 5	1/6 th	1
Lot 6	1/6 th	1

**EXHIBIT D
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
JEFFERSON WALKWAY**

(Voting and Parking Spaces)

Lot Number	Number of Votes	Designated Parking Space #
1	1	1
2	1	2
3	1	3
4	1	4
5	1	5
6	1	6
Total Votes:		N/A

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