

AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

THE HOMESTEAD
COMMUNITY MANUAL

WEEKLEY HOMES, LLC., a Delaware limited liability company, as the Declarant under the Declaration of Covenants, Conditions and Restrictions for The Homestead, recorded under Document No. 14132421 ___ ___ in the Official Public Records of Salt Lake County, Utah, certifies that the foregoing Community Manual was adopted for the benefit of The Homestead Community Association, Inc., a Utah nonprofit corporation, as part of the initial project documentation for The Homestead. This Community Manual becomes effective when recorded.

IN WITNESS WHEREOF, the undersigned has executed this Community Manual on the 21st day of July, 2023.

DECLARANT:

WEEKLEY HOMES, LLC.,
a Delaware limited liability company

By: [Signature]
Printed Name: John Burchfield
Title: General Counsel

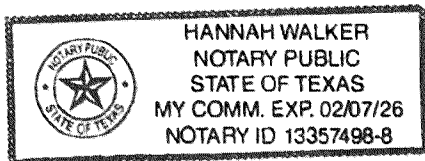
STATE OF Texas
~~UTAH~~
COUNTY OF Harris

§
§
§

This instrument was acknowledged before me this 21st day of July, 2023 by John Burchfield, General Counsel of WEEKLEY HOMES LLC, a Delaware limited liability company, on behalf of said limited liability company.

(SEAL)

[Signature]
Notary Public Signature



Cross Reference to that certain Declaration of Covenants, Conditions and Restrictions for The Homestead, recorded under Document No. 14132421 in the Official Public Records of Salt Lake County, Utah, as amended.

COMMUNITY MANUAL

for

The Homestead

A Residential Community in Salt Lake County

WEEKLEY HOMES, LLC, is the developer of The Homestead with respect to that certain real property located in Salt Lake County, Utah, as more particularly described on Exhibit "A", attached hereto and incorporated herein by reference. The guiding principles for the Community have been set forth in the governing documents for The Homestead, which include the Development Documents and the Association Documents (both defined below) and are collectively referred to as the Documents (the "**Documents**"). The Documents include such instruments as the Declaration of Covenants, Conditions and Restrictions for The Homestead (the "**Declaration**"), the Design Guidelines, if any, and this Community Manual (collectively referred to as the "**Development Documents**"), all of which are recorded in the property records by the developer generally prior to the time that you purchased your property. The Development Documents contain covenants, conditions and restrictions which not only encumber your property, but also have a legal and binding effect on all Owners and Residents in the Community, now or in the future.

Under the Development Documents, the developer is the "**Declarant**" who has reserved certain rights to facilitate the development, construction, and marketing of the Community, including its size, shape and composition, while the Community is being built-out (the "**Development Period**"). Furthermore, the Development Documents identify and set forth the obligations of The Homestead Community Association, Inc., the nonprofit corporation created by the Declarant to exercise the authority and assume the powers described in the Declaration (the "**Association**"). Integral to the functioning of the Community, the Association's roles include owning, operating and maintaining various Common Areas and Community amenities, as well as administering and enforcing all of the Documents.

Other specific Documents include such instruments as the Articles of Incorporation and Bylaws which set forth the corporate governance structure of the Association as well as the various Rules and Regulations, which include rules, regulations, policies and procedures outlining the operation of the Association and required standards for use of property, activities and conduct (the "**Association Documents**"). It is the Association Documents which are included within this Community Manual, as further set forth herein.

Capitalized terms used but not defined in this Community Manual shall have the meaning ascribed to such terms in the Declaration.

This Community Manual becomes effective when Recorded.

**THE HOMESTEAD
COMMUNITY MANUAL**

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ATTACHMENT 1

ARTICLES OF INCORPORATION

[SEE ATTACHED]

ATTACHMENT 1 – ARTICLES OF INCORPORATION
THE HOMESTEAD
COMMUNITY MANUAL

EXPEDITE



RECEIVED

JUL 21 2023

Utah Div. of Corp. & Comm. Code

ARTICLES OF INCORPORATION
OF
THE HOMESTEAD COMMUNITY ASSOCIATION, INC.

The undersigned natural person, acting as incorporator of a nonprofit corporation pursuant to the Utah Revised Nonprofit Corporation Act, adopt these articles of incorporation of the nonprofit corporation named herein.

ARTICLE I
NAME

The name of the corporation is: The Homestead Community Association, Inc. (hereinafter called the "Association").

ARTICLE II
NONPROFIT CORPORATION

The Association is a nonprofit corporation under the laws of the State of Utah.

ARTICLE III
DURATION

The Association shall exist perpetually.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Utah Revised Nonprofit Corporation Act, and shall not afford pecuniary gain, incidentally or otherwise, to its members. The Association is formed for the purpose of exercising all of the powers and privileges, and performing all of the duties and obligations, of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for The Homestead, recorded in the Official Public Records of Salt Lake County, Utah, as the same may be amended from time to time (the "Declaration"). Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

- (a) to fix, levy, collect, and enforce payment by any lawful means all charges or assessments arising pursuant to the terms of the Declaration;
- (b) to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Association's property; and
- (c) to have and to exercise any and all powers, rights, and privileges which a corporation organized under the Utah Revised Nonprofit Corporation Act may now, or later, have or exercise.

The above statement of purposes shall be construed as a statement of both purposes and powers. The purposes and powers stated in each of the clauses above shall not be limited or restricted by reference to, or inference from, the terms and provisions of any other such clause, but shall be broadly construed as independent purposes and powers.

**ARTICLE V
REGISTERED OFFICE; REGISTERED AGENT; PRINCIPAL OFFICE**

The street address of the initial registered office of the Association is Property Management Systems Inc., 262 East 3900 South, Suite 200, Salt Lake City, UT 84107. The name of its initial registered agent at such address is Charles Blackwood. The street address of the principal office of the Association where records will be maintained pursuant to the Act is 262 East 3900 South, Suite 200, Salt Lake City, UT 84107.

**ARTICLE VI
MEMBERSHIP**

The corporation will not issue shares of stock evidencing membership in the corporation. Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Declaration. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

**ARTICLE VII
VOTING RIGHTS**

Voting rights of the members of the Association shall be determined as set forth in the Declaration.

**ARTICLE VIII
INCORPORATOR**

The name and street address of the incorporator is:

NAME

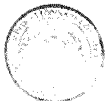
ADDRESS

Robert D. Burton

401 Congress Avenue, Suite 2100
Austin, Texas 78701

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certified that the foregoing has been filed
and approved on this 21 day of July, 2023
in this office of this Division and hereby issued
This Certificate thereof.

Examiner CV Date 7/20/2023



L. Vallette
Leigh Vallette
Division Director

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THE HOMESTEAD COMMUNITY ASSOCIATION, INC.
ARTICLES OF INCORPORATION

ARTICLE IX

BOARD OF DIRECTORS

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals, who need not be members of the Association. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors of nonprofit corporations pursuant to the Utah Revised Nonprofit Corporation Act. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Rod Staten	392 E 6400 S Suite 200 Murray, UT 84107
Cole Ballard	392 E 6400 S Suite 200 Murray, UT 84107
Rulon Dutson	392 E 6400 S Suite 200 Murray, UT 84107

Each of the foregoing persons has consented to serve as a director and as an officer. The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its sole discretion, may determine, as set forth in the Declaration.

ARTICLE X

LIMITATION OF DIRECTOR LIABILITY

A director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided for by the laws of the State of Utah. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

ARTICLE XI

INDEMNIFICATION

Each person who acts as a director, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such director or officer or committee member or by reason of any action alleged to have been taken or omitted by him in such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

**ARTICLE XII
DISSOLUTION**

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

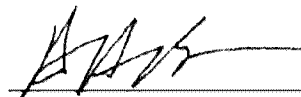
**ARTICLE XIII
ACTION WITHOUT MEETING**

Any action required by law to be taken at any annual or special meeting of the members of the Board of Directors, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of directors, as applicable, having the total number of votes of the Board of Directors, as applicable, necessary to enact the action taken, as determined under the Declaration or these Articles of Incorporation.

**ARTICLE XIV
AMENDMENT**

Amendment of these Articles of Incorporation shall be by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote by the holders of a minimum of two-thirds (2/3) of the total number of votes of the Association, as determined under the Declaration. In the case of any conflict between the Declaration and these Articles of Incorporation, the Declaration shall control; and in the case of any conflict between these Articles of Incorporation and the Bylaws of the Association, these Articles of Incorporation shall control.

IN WITNESS WHEREOF, the undersigned have hereunto set his or her hand, this 28th day of July, 2023.



Robert D. Burton, Incorporator

ATTACHMENT 2

**BYLAWS
OF
THE HOMESTEAD COMMUNITY ASSOCIATION, INC.**

**ARTICLE I
INTRODUCTION**

The name of the corporation is The Homestead Community Association, Inc., a Utah nonprofit corporation, hereinafter referred to as the “**Association**”. The principal office of the Association shall be located in Salt Lake County, Utah, but meetings of Members and directors may be held at such places within the State of Utah, County of Salt Lake, as may be designated by the Board of Directors, as provided in these Bylaws.

The Association is organized to be a nonprofit corporation.

Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant’s reservations in that certain Declaration of Covenants, Conditions and Restrictions for The Homestead, recorded in the Official Public Records of Salt Lake County, Utah, including the number, qualification, appointment, removal, and replacement of directors.

**ARTICLE II
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in these Bylaws shall have the meanings hereinafter specified:

Section 2.1. Assessment. “**Assessment**” or “**Assessments**” shall mean assessment(s) levied by the Association under the terms and provisions of the Declaration.

Section 2.2. Association. “**Association**” shall mean and refer to The Homestead Community Association, Inc., a Utah nonprofit corporation.

Section 2.3. Association Property. “**Association Property**” shall mean all real or personal property now or hereafter owned by the Association, including without limitation, all easement estates, licenses, leasehold estates and other interests of any kind in and to real or personal property which are now or hereafter owned or held by the Association.

Section 2.4. Association Rules. “**Association Rules**” shall mean the rules and regulations adopted by the Declarant or the Board pursuant to the Declaration, as the same may be amended from time to time.

Section 2.5. Board. “**Board**” shall mean the Board of Directors of the Association.

Section 2.6. Bylaws. “**Bylaws**” shall mean the bylaws of the Association, which may be initially adopted and Recorded by Declarant or the Board of the Association and Recorded as part of the initial project documentation for the benefit of the Association. The Bylaws may be amended, from time to time,

**ATTACHMENT 2 – BYLAWS
THE HOMESTEAD
COMMUNITY MANUAL**

by the Declarant until expiration or termination of the Development Period (as defined in the Declaration). Any amendment to the Bylaws proposed by the Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period. Upon expiration of the Development Period, the Bylaws may be amended by a Majority of the Board.

Section 2.7. Articles. “Articles” shall mean the Articles of Incorporation of The Homestead Community Association, Inc., a Utah nonprofit corporation, filed in the office of the Secretary of State of the State of Utah, as the same may from time to time be amended.

Section 2.8. Community Manual. “Community Manual” shall mean the community manual of the Association, which may be initially adopted and Recorded by the Declarant or the Board of the Association and Recorded as part of the initial project documentation for the benefit of the Association and the Property. The Community Manual may include the Bylaws, Rules and Regulations and other policies governing the Association. The Bylaws, Rules and Regulations and other policies set forth in the Community Manual may be amended, from time to time, by the Declarant until expiration or termination of the Development Period (as defined in the Declaration). Any amendment to the Bylaws, Rules and Regulations and other policies governing the Association prosecuted by the Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the Community Manual may be amended by a Majority of the Board.

Section 2.9. Declarant. “Declarant” shall mean WEEKLEY HOMES, LLC, a Delaware limited liability company, its successors or assigns; provided that any assignment(s) of the rights of WEEKLEY HOMES, LLC, a Delaware limited liability company, as Declarant, must be expressly set forth in writing and recorded in the Official Public Records of Salt Lake County, Utah.

Section 2.10. Declaration. “Declaration” shall mean the “Declaration of Covenants, Conditions and Restrictions for The Homestead”, recorded in the Official Public Records of Salt Lake County, Utah, as the same may be amended from time to time.

Section 2.11. Majority. “Majority” shall mean more than half.

Section 2.12. Manager. “Manager” shall mean the person, firm, or corporation, if any, employed by the Association pursuant to the Declaration and delegated the duties, powers, or functions of the Association.

Section 2.13. Member. “Member” or “Members” shall mean any person(s), entity or entities holding membership privileges in the Association as provided in the Declaration.

Section 2.14. Mortgage. “Mortgage” or “Mortgages” shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

Section 2.15. Mortgagee. “Mortgagee” or “Mortgagees” shall mean the holder or holders of any lien or liens upon any portion of the Property.

Section 2.16. Owner. “Owner” or “Owners” shall mean the person(s), entity or entities, including Declarant, holding a fee simple interest in any Lot, but shall not include the Mortgagee of a Mortgage.

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THE HOMESTEAD
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Section 2.17. Property. "Property" shall mean and refer to the property subject to the terms and provisions of the Declaration.

Section 2.18. Restrictions. "Restrictions" means, singularly or collectively as the case may be, the Declaration, the Certificate, Bylaws, the Community Manual, the Design Guidelines, if any, and any Rules and Regulations promulgated by the Association pursuant to the Declaration, as adopted and amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Restriction is part of a Restriction.

ARTICLE III MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

Section 3.1. Membership. Each Owner of a Lot is a mandatory Member of the Association, as more fully set forth in the Declaration.

Section 3.2. Place of Meetings. Meetings of the Association shall be held where designated by the Board, either within the Property or as convenient as possible and practical.

Section 3.3. Annual Meetings. There shall be an annual meeting of the Members of the Association for the purposes of Association-wide elections or votes and for such other Association business at such reasonable place, date and time as set by the Board.

Section 3.4. Special Meetings. Special meetings of Members may be called in accordance with Applicable Law. Notwithstanding the foregoing, Members may call for a special meeting by providing the Association with a written demand for a special meeting, that: (i) states the purpose(s) for which the meeting is to be held; and (ii) is signed and dated by Members holding at least thirty-percent (30%) of all outstanding votes in the Association.

Section 3.5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting or by publication in a newspaper of general circulation, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the president, the secretary, or the officers or persons calling the meeting. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Association, with postage prepaid. If an election or vote of the Members will occur outside of a meeting of the Members (*i.e.*, absentee or Electronic Ballot), then the Association shall provide notice to each Member no later than the 20th day before the latest date on which a ballot may be submitted to be counted.

Section 3.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting by a Member

shall be deemed a waiver of notice of all business transacted at such meeting unless an objection by a Member on the basis of lack of proper notice is raised before the business is put to a vote.

Section 3.7. Quorum. Except as provided in these Bylaws or in the Declaration, the presence of the Members representing thirty percent (30%) of the total votes in the Association shall constitute a quorum at all Association meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Members to leave less than a quorum, provided that Members representing at least five percent (5%) of the total votes in the Association remain in attendance, and provided that any action taken is approved by at least a Majority of the votes present at such adjourned meeting, unless otherwise provided in the Declaration.

Section 3.8. Conduct of Meetings. The president or any other person appointed by the Board shall preside over all Association meetings, and the secretary, or the secretary's designee, shall keep the minutes of the meeting and shall maintain a written record of all such minutes, along with all resolutions adopted and all transactions occurring at the meeting.

Section 3.9. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated by reference. Except as otherwise provided in the Declaration, action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a Majority of the total votes present at such meeting in person or proxy or by absentee ballot or electronic voting, if such votes are considered present at the meeting as further set forth herein. Cumulative voting shall not be allowed. The person holding legal title to a Lot shall be entitled to cast the vote allocated to such Lot and not the person merely holding beneficial title to the same unless such right is expressly delegated to the beneficial Owner thereof in writing. **Any provision in the Association's governing documents that would disqualify an Owner from voting in an Association election of Board members or on any matter concerning the rights or responsibilities of the Owner is void.** In a Board election, each candidate is allowed to name one person to observe the counting of the ballots, provided that the designated observer (i) is prohibited from seeing the name of the Member who cast any ballot, and (ii) shall not be disruptive, and if found to be disruptive, shall be removed.

Section 3.10. Methods of Voting: In Person; Proxies; Absentee Ballots; Electronically. The voting rights of an Owner may be cast or given: (a) in person or by proxy at a meeting of the Association; (b) by absentee ballot; or (c) by Electronic Ballot. Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the Member. Electronic votes constitute written and signed ballots. In an Association election, written and signed ballots are not required for uncontested races. Votes shall be cast as provided in this Section:

(a) **Proxies.** Any Member may give a revocable written proxy in the form as prescribed by the Board from time to time to any person authorizing such person to cast the Member's vote on any matter. A Member's vote by proxy is subject to any limitations of Utah law relating to the use of general proxies and subject to any specific provision to the contrary in the Declaration or these Bylaws. No proxy shall be valid unless signed by the Member for which it is given or his or her duly authorized attorney-in-fact, dated, and filed with the secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall a proxy be valid more than eleven (11) months after the effective date of the

proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Lot for which it was given.

(b) Absentee and Electronic Ballots. An absentee or Electronic Ballot: (1) may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (2) may not be counted, even if properly delivered, if the Owner attends any meeting to vote in person, so that any vote cast at a meeting by an Owner supersedes any vote submitted by absentee or Electronic Ballot previously submitted for that proposal; and (3) may not be counted on the final vote of a proposal if the proposal was amended at the meeting to be different from the exact language on the absentee or Electronic Ballot. For the purposes of this Section, a nomination taken from the floor in a Board member election is not considered an amendment to the proposal for the election.

(i) *Absentee Ballots.* No absentee ballot shall be valid unless it is in writing, signed by the Member for which it is given or his or her duly authorized attorney-in-fact, dated, and filed with the secretary of the Association prior to the meeting for which it is to be effective. Absentee ballots shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall an absentee ballot be valid after the specific meeting or lawful adjournment of such meeting at which such ballot is counted or upon conveyance of the Lot for which it was given. Any solicitation for votes by absentee ballot must include:

- a. an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;
- b. instructions for delivery of the completed absentee ballot, including the delivery location; and
- c. the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

(ii) *Electronic Ballots.* "**Electronic Ballot**" means a ballot: (a) given by email, facsimile or posting on a website; (b) for which the identity of Owner submitting the ballot can be confirmed; and (c) for which the Owner may receive a receipt of the electronic transmission and receipt of the Owner's ballot. If an Electronic Ballot is posted on a website, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the website.

Section 3.11. Action without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated, and delivered to the Association at its principal place of business in Utah. Such consents

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shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE IV BOARD OF DIRECTORS

Section 4.1. Authority; Number of Directors.

(a) The affairs of the Association shall be governed by the Board. The number of directors shall be fixed by the Board from time to time but shall not be less than three (3) or greater than five (5) in number. The initial directors shall be three (3) in number and shall be those directors named in the Certificate. The initial directors shall serve until their successors are elected and qualified.

(b) In accordance with Section 5.3 of the Declaration, *i.e.*, no later than the tenth (10th) anniversary of the date the Declaration is Recorded, the president of the Association will thereupon call a meeting of the Members of the Association (the “**Initial Member Election Meeting**”) where the Members will elect one (1) director for a one (1) year term (“**Initial Member Elected Director**”). Declarant will continue to appoint and remove two-thirds (2/3) of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period. The Initial Member Elected Director’s term shall expire as of the date of the Member Election Meeting.

(c) At the expiration or termination of the Development Period, the Declarant will thereupon call a meeting of the Members of the Association where the existing directors, including the Initial Member Elected Director or his or her successors, will resign and the Members, including Declarant, will elect three (3) new directors (to replace all existing directors and the Initial Member Elected Director and his or her successors) (the “**Member Election Meeting**”), one (1) director for a three (3) year term, one (1) director for a two (2) year term, and one (1) director for a one (1) year term (with the individual receiving the highest number of votes to serve the three (3) year term, the individual receiving the next highest number of votes to serve the two (2) year term, and the individual receiving the third highest number of votes to serve a one (1) year term). Upon expiration of the term of a director elected by the Members pursuant to this *Section 4.1(c)*, his or her successor will be elected for a term of two (2) years.

(d) A director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his or her successor is elected or appointed.

(e) Each director, other than directors appointed by Declarant, shall be a Member. In the case of corporate, partnership, or other entity ownership of a Lot, the director must be a duly authorized agent or representative of the corporation, the partnership, or other entity which owns the Lot. To be eligible to serve as a director, the Member must be in good standing with the Association.

(f) Other than as set forth in this subparagraph (e), the Association may not restrict an Owner’s right to run for a position on the Board.

Section 4.2. Compensation. The directors shall serve without compensation for such service. As determined by the Board, directors may be reimbursed for any reasonable and necessary out-of-pocket expenses.

Section 4.3. Nominations to Board of Directors. Members may be nominated for election to the Board in either of the following ways:

(a) A Member who is not a director and who desires to run for election to that position shall be deemed to have been nominated for election upon his or her filing with the Board a written petition of nomination; or

(b) A director who is eligible to be re-elected shall be deemed to have been nominated for re-election to the position he or she holds by signifying his or her intention to seek reelection in a writing addressed to the Board.

Section 4.4. Vacancies on Board of Directors. Except with respect to directors appointed by the Declarant, if the office of any elected director shall become vacant by reason of death, resignation, or disability, the remaining directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining directors, the one director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his or her position on the Board, the successor director shall be re-elected or his or her successor shall be elected in accordance with these Bylaws. Except with respect to directors appointed by the Declarant, any Board member whose term has expired or who has been removed from the Board must be elected by the Members.

Section 4.5. Removal of Directors. Subject to the right of Declarant to nominate and appoint directors as set forth in *Section 4.1* of these Bylaws, an elected director may be removed, with or without cause, by the vote of Members holding a Majority of the votes entitled to be cast in the Association.

Section 4.6. Solicitation of Candidate for Election to the Board. At least thirty (30) days before the date an Association disseminates absentee ballots or other ballots to Members for the purpose of voting in a Board election, the Association shall provide notice (the "**Solicitation Notice**") of the election to the Members. The Solicitation Notice shall: (a) solicit candidates that are eligible under *Section 4.1(e)* and interested in running for a position on the Board; (b) state that an eligible candidate has fifteen (15) days to respond to the Solicitation Notice and request to be placed on the ballot; and (c) must be: (1) mailed to each Member; (2) e-mailed to each Member that has registered their e-mail address with the Association; or (3) posted in a conspicuous manner reasonably designed to provide notice to Members, such as: (i) within the Common Area or, with the Member's consent, on other conspicuously located privately owned property within the subdivision; or (ii) on any website maintained by the Association or other internet media.

ARTICLE V MEETINGS OF DIRECTORS

Section 5.1. Development Period. The provisions of this *Article V* do not apply to Board meetings during the Development Period (as defined in the Declaration) during which period the Board may take

action by unanimous written consent in lieu of a meeting pursuant to *Section 5.10*, except with respect to a meeting conducted for the purpose of adopting or amending the Association's rules or design criteria.

Section 5.2. Definition of Board Meetings. A meeting of the Board means a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action.

Section 5.3. Regular Meetings. Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 5.4. Special Meetings. Special meetings of the Board shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days' notice to each director.

Section 5.5. Quorum. A Majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a Majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.6. Open Board Meetings. All regular and special Board meetings must be open to Owners. However, the Board has the right to adjourn a meeting and reconvene in closed executive session to consider actions involving: (a) personnel; (b) pending or threatened litigation; (c) contract negotiations; (d) enforcement actions; (e) confidential communications with the Association's attorney; (f) matters involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made by the Board in executive session must be summarized orally in general terms and placed in the minutes. The oral summary must include a general explanation of expenditures approved in executive session. At each open Board meeting, the Board shall provide each Owner with a reasonable opportunity to offer comments, but such comments may be limited to a specific time period during the Board meeting. Nothing in this *Section 5.6* shall effect the validity or enforceability of an action of the Board.

Section 5.7. Location. Except if otherwise held by electronic or telephonic means, a Board meeting must be held in the county in which all or a part of the property in the subdivision is located or in a county adjacent to that county, as determined in the discretion of the Board.

Section 5.8. Record; Minutes. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

Section 5.9. Notices. Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be delivered to each Member not later than forty-eight (48) hours before the date of a special or regular Board meeting by sending the notice by e-mail to each Member who has registered an e-mail address with the Association. It is the Member's duty to keep an updated e-mail address registered with the Association. The Board may establish a procedure for

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registration of email addresses, which procedure may be required for the purpose of receiving notice of Board meetings. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this Section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner as set forth above within two (2) hours after adjourning the meeting being continued.

Section 5.10. Unanimous Consent. During the Development Period, directors may vote by unanimous written consent, unless otherwise required pursuant to Utah Code Section 57-8a-226(7). Unanimous written consent occurs if all directors individually or collectively consent in writing to a Board action. The written consent must be filed with the minutes of Board meetings. Action by written consent shall be in lieu of a meeting and has the same force and effect as a unanimous vote of the directors. As set forth in *Section 5.1*, directors may not vote by unanimous consent if the directors are considering any of the following actions: (a) adopting or amending the Documents (*i.e.*, declarations, bylaws, rules, and regulations); (b) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment or other fee; (c) electing non-Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

Section 5.11. Meeting without Prior Notice. Subject to Applicable Law, the Board may take action outside a meeting including voting by electronic or telephonic means without prior notice to the Members if each Board member is given a reasonable opportunity (i) to express his or her opinions to all other Board members and (ii) to vote. Any action taken without notice to Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. After the expiration of the Development Period, the Board may not, unless done in an open meeting for which prior notice was given to the Members pursuant to *Section 5.9* above, consider or vote on: (a) fines; (b) damage assessments; (c) the initiation of foreclosure actions; (d) the initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (e) increases in assessments; (f) levying of special assessments; (g) appeals from a denial of architectural control approval; (h) a suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue; (i) the lending or borrowing of money; (j) the adoption of any amendment of a dedicatory instrument; (k) the approval of an annual budget or the approval of an amendment of an annual budget; (l) the sale or purchase of real property; (m) the filling of a vacancy on the Board; (n) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (o) the election of an officer.

Section 5.12. Telephone and Electronic Meetings. Any action permitted to be taken by the Board without prior notice to Owners may be taken by telephone or electronic methods provided that: (1) each Board member may hear and be heard by every other Board member; (2) except for any portion of the meeting conducted in executive session: (i) all Members in attendance at the meeting may hear all Board members; and (ii) any Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a participating Board member at the same meeting; and (3) the notice of the Board meeting provides instructions to the Members on how to access the electronic or telephonic communication method used in the meeting. Participation in such a meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express

purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE VI POWERS AND DUTIES OF THE BOARD

Section 6.1. Powers. The Board shall have power and duty to undertake any of the following actions, in addition to those actions to which the Association is authorized to take in accordance with the Declaration:

(a) Adopt and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the right of a Member to use of the Association Property during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Association Rules by such Member exists;

(c) Exercise for the Association all powers, duties and authority vested in or related to the Association and not reserved to the membership by other provisions of the Restrictions;

(d) To enter into any contract or agreement with a municipal agency or utility company to provide electric utility service to all or any portion of the Property;

(e) Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;

(f) Employ such employees as they deem necessary, and to prescribe their duties;

(g) As more fully provided in the Declaration, to:

(1) Fix the amount of the Assessments against each Lot in advance of each quarterly assessment period and any other assessments provided by the Declaration; and

(2) Foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(h) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);

(i) Procure and maintain adequate liability and hazard insurance on Association Property;

(j) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

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- (k) Exercise such other and further powers or duties as provided in the Declaration or by law.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1. Enumeration of Offices. The officers of the Association shall be a president and a vice-president, who shall at all times be members of the Board, a secretary and a treasurer, and such other officers as the Board may from time to time create by resolution.

Section 7.2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 7.3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she resigns sooner, or shall be removed or otherwise disqualified to serve.

Section 7.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6. Vacancies. A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7.7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to *Section 7.4.*

Section 7.8. Duties. The duties of the officers are as follows:

(a) **President.** The president shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes. The president, or another officer selected by the Board, shall have the authority to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association, subject to the amendment provisions set forth in the Declaration.

(b) **Vice President.** The vice president, if any, shall generally assist the president and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the president or the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) Assistant Secretaries. Each assistant secretary shall generally assist the secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the secretary, the president, the Board or any committee established by the Board.

(e) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members.

Section 7.9. Execution of Instruments. Except when the Restrictions require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association, including without limitation checks from the Association's bank account. In the absence of Board designation, and unless otherwise provided herein, the president and the secretary are the only persons authorized to execute instruments on behalf of the Association.

ARTICLE VIII OTHER COMMITTEES OF THE BOARD OF DIRECTORS

The Board may, by resolution adopted by affirmative vote of a Majority of the number of directors fixed by these Bylaws, designate two (2) or more directors or Members (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

ARTICLE IX BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Restrictions shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Declaration.

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**ARTICLE XI
CORPORATE SEAL**

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

**ARTICLE XII
AMENDMENTS**

These Bylaws may be amended by: (i) the Declarant until expiration or termination of the Development Period; or (ii) a Majority vote of the members of the Board with the advance written consent of the Declarant until expiration or termination of the Development Period.

**ARTICLE XIII
INDEMNIFICATION OF DIRECTORS AND OFFICERS**

The Association shall indemnify every director, officer and committee member against, and reimburse and advance to every director, officer and committee member for all liabilities, costs and expenses' incurred in connection with such directorship or office and any actions taken or omitted in such capacity to the greatest extent permitted under all applicable laws at the time of such indemnification, reimbursement or advance payment; provided, however, no director, officer, or committee member shall be indemnified for: (a) a breach of duty of loyalty to the Association or its Members; (b) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (c) a transaction from which such director, officer, or committee member received an improper benefit, whether or not the benefit resulted from an action taken within the scope of directorship or office; or (d) an act or omission for which the liability of such director, officer, or committee member is expressly provided for by statute.

**ARTICLE XIV
MISCELLANEOUS**

Section 14.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 14.2. Review of Statutes and Court Rulings. Users of these Bylaws should also review statutes and court rulings that may modify or nullify provisions of this document or its enforcement, or may create rights or duties not anticipated by these Bylaws.

Section 14.3. Conflict. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. In the case of any conflict between these Bylaws and any provision of the applicable laws of the State of Utah, the conflicting aspect of the Bylaws provision is null and void, but all other provisions of these Bylaws remain in full force and effect.

Section 14.4. Interpretation. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions or articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. The

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singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

Section 14.5. No Waiver. No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ATTACHMENT 3

THE HOMESTEAD COMMUNITY ASSOCIATION, INC. FINE AND ENFORCEMENT POLICY

1. Background. The Homestead is subject to that certain Declaration of Covenants, Conditions and Restrictions for The Homestead, Recorded in the Official Public Records of Salt Lake County, Utah, as the same may be amended from time to time (the “**Declaration**”). In accordance with the Declaration, The Homestead Community Association, Inc., a Utah nonprofit corporation (the “**Association**”) was created to administer the terms and provisions of the Declaration. Unless the Declaration or Applicable Law expressly provides otherwise, the Association acts through a majority of its board of directors (the “**Board**”). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Certificate, Bylaws, Community Manual, and any Rules and Regulations promulgated by the Association pursuant to the Declaration, as adopted and amended from time to time (collectively, the “**Restrictions**”), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Declaration and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Restrictions.

The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Utah Code Section 57-8a-208. To the extent any provision within this policy is in conflict with the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

Terms used in this policy, but not defined, shall have the meaning ascribed to such term in the Restrictions.

2. Policy. The Association uses fines to discourage violations of the Restrictions, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Restrictions. The Association’s use of fines does not interfere with its exercise of other rights and remedies for the same violation.
3. Owner’s Liability. An Owner is liable for fines levied by the Association for violations of the Restrictions by the Owner and the relatives, guests, employees, and agents of the Owner and Residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.
4. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Restrictions. If the Association allows fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.

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5. Violation Notice. Except as set forth in *Section 5(C)* below, before levying a fine, the Association will give (i) a written violation notice via certified mail to the Owner (at the Owner's last known address as shown in the Association records) (the "Violation Notice") and (ii) an opportunity to be heard, if requested by the Owner. The Association's Violation Notice will contain the following items: (1) a description of the violation; (2) the rule or provision of the Association's governing documents that the Owner's conduct violates; (3) a statement that in accordance with the provisions of Utah Code Section 57-8a-208, the Association may assess fines against the Owner if a continuing violation is not cured or if the Owner commits similar violations within one (1) year after the day on which the Board gives the Owner the Violation Notice or assesses a fine against the Owner; and (4) if a violation is a continuing violation, states a time that is not less than forty-eight (48) hours after the day on which the Board gives the Violation Notice to the Owner by which the Owner shall cure the violation. The Violation Notice sent out pursuant to this paragraph is further subject to the following:
- (A) First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding one (1) year, the Violation Notice will state those items set out in (1) – (4) above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the *Schedule of Fines* may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.
- (B) Uncurable Violation/Violation of Public Health or Safety. If the violation is of an uncurable nature or poses a threat to public health or safety, then the Violation Notice shall state those items set out in (1) -- (3), above, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Restrictions, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*.
- (C) Repeat Violation without Attempt to Cure. If the Owner has been given a Violation Notice and a reasonable opportunity to cure the same or similar violation within the preceding one (1) year but commits the violation again, or for a continuing violation, the Owner does not cure the violation within the time period that is stated in the Violation Notice, the Owner: (i) commits a violation of the same rule or provision within one (1) year after the date on which the Board assesses a fine for a violation of the same rule or provisions; or (ii) allows a violation to continue for ten (10) days or longer after the day on which the Board assesses the fine. The Association shall have the right to exercise any enforcement remedy afforded to it under the Restrictions, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. After an Owner has been provided a Violation Notice as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines*, if the Owner has never cured the violation in response to any Violation Notices sent or any fines levied, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.
6. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a

committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the “Request”) to the Association’s manager (or the Board if there is no manager) within thirty (30) days after receiving the Violation Notice. The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. At the hearing, the Board will consider the facts and circumstances surrounding the violation. Not later than ten (10) days before the Board holds a hearing under this Section, the Board shall provide notice to the Owner of the date, time and place of the hearing, and shall provide a packet containing all documents, photographs, and communications relating to the matters the Board intends to introduce at the hearing. If the Board does not provide a packet within the ten (10) day time period described above, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing. During the hearing, the Board or a representative of the Board shall first present the Board’s case against the Owner. The Board shall allow the Owner, a Board member, or any other person involved in the hearing to participate in the hearing by means of electronic communication. If an Owner intends to make an audio recording of the hearing, such Owner’s request for hearing shall include a statement noticing the Owner’s intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the Violation Notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting either in person or by electronic communication, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as Exhibit A. If an Owner timely requests a hearing under this Section, no interest or late fees may accrue until after the Board conducts the hearing and the Owner receives a final decision.

7. Due Date. Fine and/or damage charges are due immediately if the violation is uncurable or poses a threat to public health or safety. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the first Violation Notice ends and the Owner does not attempt to cure the violation or the attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board’s final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.
8. Appeal. An Owner may appeal a fine assessed by the Association in accordance with Utah Code Section 57-8a-208(5).
9. Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in Section 7.9 of the Declaration and all costs of collection, including attorney’s fees as herein provided, secured by the lien granted to the Association pursuant to Section 7.1.2 of the Declaration. The fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to Article 7 of the Declaration.

10. Levy of Fine. Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.
11. Foreclosure. The Association may not foreclose its assessment lien on a debt consisting solely of fines.
12. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

Schedule of Fines

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Restrictions. The Board may elect to pursue such additional remedies at any time in accordance with applicable law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

FINES†:

<p>New Violation:</p> <p>Notice of Violation</p>	<p>Fine Amount:</p> <p>\$25.00 (if a curable violation, may be avoided if Owner cures the violation by the time specified in the notice)</p>
<p>Repeat Violation (No Right to Cure or Uncurable Violation):</p>	<p>Fine Amount:</p> <p>1st Notice \$50.00 2nd Notice \$75.00 3rd Notice \$100.00 4th Notice \$125.00</p>
<p>Continuous Violation:</p> <p>Continuous Violation Notice</p>	<p>Amount TBD</p>

† The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the violation.

EXHIBIT A

HEARING BEFORE THE BOARD

Note: An individual will act as the Association's representative (the "Association Representative"). The Association Representative will provide introductory remarks and administer the hearing agenda.

I. Introduction

Association Representative: The Board of Directors has convened to conduct a hearing at the written request of an Owner.

This hearing is being conducted as required by Utah Code §§ 57-8a-208, and is an opportunity for the Association and the Owner to discuss and verify facts and attempt to resolve the matter at issue. If no resolution is reached during the hearing, the Association will communicate its decision in writing within fifteen (15) days.

II. Presentation of Facts

Association Representative: This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present any information the Association wishes to offer. After the Association's representative has finished the presentation, the Owner or any representative will be given the opportunity to present information and issues relevant to the appeal or dispute.

[Presentations]

III. Discussion

Association Representative: This portion of the hearing is to permit the Board and the Owner to discuss matters relevant to the violation.

IV. Resolution

Association Representative: [Announce any agreement or resolution or state that the Board will take the matter under advisement]

V. Adjournment

Association Representative: At this time the hearing is adjourned.

ATTACHMENT 4

THE HOMESTEAD COMMUNITY ASSOCIATION, INC. ASSESSMENT COLLECTION POLICY

The Homestead is a community (the “**Community**”) created by and subject to the Declaration of Covenants, Conditions and Restrictions for The Homestead, Recorded in the Official Public Records of Salt Lake County, Utah, and any amendments or supplements thereto (the “**Declaration**”). The operation of the Community is vested in The Homestead Community Association, Inc., a Utah nonprofit corporation (the “**Association**”), acting through its board of directors (the “**Board**”). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Certificate, Bylaws, Community Manual, and any Rules and Regulations promulgated by the Association pursuant to the Declaration, as adopted and amended from time to time (collectively, the “**Restrictions**”), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Declaration.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Restrictions. Terms used in this policy, but not defined, shall have the meaning ascribed to such term in the Restrictions.

SECTION 1. DELINQUENCIES, LATE CHARGES & INTEREST

- 1-A. Due Date. An Owner will timely and fully pay Assessments. Regular Assessments are assessed quarterly and are due and payable in such other manner as the Board may designate in its sole and absolute discretion.
- 1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.
- 1-C. Late Fees & Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee of \$25 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.
- 1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney’s fees incurred by the Association in collecting the delinquency.
- 1-E. Insufficient Funds. The Association may levy a charge of \$25 for any check returned to the Association marked “not sufficient funds” or the equivalent.
- 1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a Majority of the Board.

SECTION 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

SECTION 3. PAYMENTS

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

(1) Delinquent Assessments	(4) Other reasonable attorney's fees
(2) Current Assessments	(5) Reasonable fines
(3) Reasonable attorney's fees and costs associated solely with delinquent Assessments or any other charge that could provide the basis for foreclosure	(6) Any other reasonable amount

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner in their sole and absolute discretion. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. The Association is not required to make a payment plan available to a Member after the Delinquency Cure Period allowed under Paragraph 5-B expires. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

3-C. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.

3-D. Partial and Conditioned Payment. The Association may refuse to accept partial payment (*i.e.*, less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment

that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

- 3-E. Notice of Payment. If the Association receives full payment of the delinquency after Recording a notice of lien, the Association will cause a release of notice of lien to be publicly Recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and Recording the release.
- 3-F. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

SECTION 4. LIABILITY FOR COLLECTION COSTS

- 4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

SECTION 5. COLLECTION PROCEDURES

- 5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's Manager, an attorney, or a debt collector.
- 5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options the Owner has to avoid having the account turned over to a collection agent, including information regarding availability of a payment plan through the Association, and (c) the period in which the Owner has to cure the delinquency before further collection action is taken (the "**Delinquency Cure Period**"). The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.
- 5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.
- 5-D. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.
- 5-E. Notification of Mortgage Lender. The Association may notify the Mortgage lender of the default obligations.
- 5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.

- 5-G. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the Manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses.
- 5-H. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly Recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may also be sent to the Owner's Mortgagee.
- 5-I. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.
- 5-J. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his or her tenant, whose account with the Association is delinquent for at least forty-five (45) days.

SECTION 6. GENERAL PROVISIONS

- 6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, Manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.
- 6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Restrictions and the laws of the State of Utah.
- 6-C. Limitations of Interest. Notwithstanding anything to the contrary in the Restrictions or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.
- 6-D. Notices. Unless the Restrictions, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one Resident is deemed notice to all Residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.
- 6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

ATTACHMENT 5

THE HOMESTEAD COMMUNITY ASSOCIATION, INC. RECORDS INSPECTION, COPYING AND RETENTION POLICY

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for The Homestead, recorded in the Official Public Records of Salt Lake County, Utah, as the same may be amended from time to time.

Note: The Association shall comply with Applicable Law pertaining to records for inspection, copying and retention.

1. Written Form. The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

2. Request in Writing; Pay Estimated Costs In Advance. An Owner (or an individual identified as an Owner's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request. Subject to Applicable Law pertaining to the costs which may be charged to the Owner, including without limitation, Utah Code Section 57-8a-227, before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an Assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the final invoice is sent to the Owner.

3. Period of Inspection. Within five (5) business days from receipt of the written request, the Association must either: (1) provide the copies to the Owner; (2) provide available inspection dates; or (3) provide written notice that the Association cannot produce the documents within the five (5) business days along with either: (i) another date within an additional fifteen (15) business days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) a notice that after a diligent search, the requested records are missing and cannot be located.

4. Records Retention. The Association shall keep the following records permanently: the Articles of Incorporation, the Bylaws and the Declaration, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto Recorded in the property records to be effective against any Owner and/or Member of the Association, minutes of all meetings of Members and the Board, a record of all actions taken by Members or the Board without a meeting, a record of all actions taken by a committee of the Board on behalf of the Association, and a record of all waivers of notices of

meeting of Members and of the Board or any committee of the Board. In addition to the foregoing, the Association shall keep records in accordance with Utah Code Section 57-8a-227(1).

5. *Confidential Records.* As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought. The Association may redact information such as social security numbers, bank account information and any communication subject to attorney-client privilege according to Applicable Law.

6. *Attorney Files.* Attorney's files and records relating to the Association are not records of the Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

7. *Presence of Board Member or Manager; No Removal.* At the discretion of the Board or the Association's Manager, certain records may only be inspected in the presence of a Board member or employee of the Association's Manager. No original records may be removed from the office without the express written consent of the Board.

ATTACHMENT 6

THE HOMESTEAD COMMUNITY ASSOCIATION, INC. 55 AND OVER POLICY

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for The Homestead, recorded in the Official Public Records of Salt Lake County, Utah, as the same may be amended from time to time (the "Declaration").

GENERAL 55 YEAR AGE RESTRICTION POLICY

The Board, in its sole discretion, may add, delete or change its policies within the scope permitted by the Fair Housing Acts and HOPA (both as defined below), as well as Applicable Law. Any modifications proposed by the Board to this 55 Year Age Restriction Policy must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period.

The Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601 et seq.), exempts "housing for older persons" from the prohibitions against discrimination based on familial status (collectively, the "**Fair Housing Acts**") and 24 CFR part 100, subpart E (Housing for Older Persons Act, "**HOPA**")

In order for a housing community to claim the 55 and older familial status exemption, the community must: (i) intend to provide housing for Age Qualified Residents and operate as such; (ii) publish and adhere to policies and procedures that demonstrate its intent to operate as housing for Age Qualified Residents; and (iii) must comply with rules issued by HUD for the verification of occupancy.

The Homestead, as stated in *Article 2* of the Declaration, and evidenced by the adoption of this 55 Year Age Restriction Policy, is intended to provide housing for persons fifty-five (55) years of age or older. The provisions of *Article 2* of the Declaration and this 55 Year Age Restriction Policy are intended to be consistent with, and are set forth in order to comply with the Fair Housing Acts and HOPA, exempting "housing for older persons" from the prohibitions against discrimination based on familial status. No representation or warranty is made that The Homestead complies or will comply with the Fair Housing Acts and HOPA, and if for any reason The Homestead is deemed not in compliance with the Fair Housing Acts and HOPA, and therefore not exempt from the prohibitions against discrimination based on familial status, neither the Declarant nor the Association (or the affiliates of either of the foregoing) shall have any liability whatsoever in connection therewith.

AGE RESTRICTION POLICY

1. Occupancy Age Restrictions

(a) Each residence may be occupied by no more than 4 persons, at least 1 original buyer of which shall be an Age Qualified Resident and must occupy the home as their primary or secondary residence. Notwithstanding the forgoing, a Unit may be occupied by any of the following persons:

(i) Persons 21 years of age or under, provided that any such persons do not occupy the Unit for more than a maximum period of 90 days within any calendar year. The 90 days need not be contiguous.

(ii) Persons 18 years of age or older, provided that any such person must be enrolled in school as a full-time student.

(iii) Any person who takes title to a Lot through a conveyance or change of interest by reason of death of the prior Owner of the Lot, whether provided for in a will, trust or decree of distribution;

(iv) Any person granted an exception by the Board, in its sole discretion.

(b) In the event of any proposed change in occupancy of any Lot, as a result of transfer, sale, gift, assignment, death, birth, marriage, separation, divorce or otherwise, the Owner of the Lot shall immediately notify the Board in writing and provide to the Board the names and ages of all current and proposed Residents of the Lot and such other information as the Board may reasonably require to verify the age of each Resident, and the Resident's status as a full-time student, as applicable. No voluntary change in occupancy shall occur unless such change complies with the provisions of *Article 2* of the Declaration and this 55 Year Age Restriction Policy. Persons purporting to acquire title or a right of possession to a Lot by sale, gift or other transfer that do not comply with the restrictions set forth in *Article 2* of the Declaration and this 55 Year Age Restriction Policy shall not be entitled to occupy the Lot; provided, however, upon the death of the Age Qualified Resident(s), any remaining permanent Residents of the Lot may continue to occupy the Lot, but when the remaining permanent Residents vacate the Lot, the Lot must be sold or leased to an Age Qualified Resident. The Board shall be entitled to bring an action to evict any disapproved Resident and such person shall be liable for the Board's legal fees and costs, at trial and upon appeal, in connection with any and all legal action taken to enforce the provisions of *Article 2* of the Declaration and this 55 Year Age Restriction Policy.

(c) Nothing in *Article 2* of the Declaration shall restrict the ownership of or transfer of title to any Lot; provided, no Resident under the age of fifty-five (55) may occupy a residence unless the requirements of *Article 2* of the Declaration are met nor shall any Owner permit occupancy of the Owner's Lot in violation of *Article 2* of the Declaration. Owners shall be responsible for including a statement that the Lots in The Homestead are intended for the housing

of persons fifty-five (55) years of age or older, as set forth in *Article 2* of the Declaration, in conspicuous type in any lease or other occupancy agreement or contract of sale relating to such Owner's Lot, which agreements or contracts shall be in writing and signed by the tenant or purchaser, and for clearly disclosing such intent to any prospective tenant, purchaser, or other potential Resident of the Lot. Every lease of a Lot shall provide that failure to comply with the requirements and restrictions of *Article 2* of the Declaration shall constitute a default under the lease.

2. Occupancy Exception.

(a) The policy of the Association is not to allow any Lot in The Homestead to be occupied solely by a Resident who is not an Age Qualified Resident.

(b) There is an exception for any person who takes title to a Lot through a conveyance or change of interest by reason of death of the prior Owner of the Lot, whether provided for in a will, trust or decree of distribution; provided, however, the Owner of such Lot shall immediately notify the Board in writing and provide to the Board the names and ages of all current and proposed Residents of the Lot and such other information as the Board may reasonably require to verify the age of each Resident and to verify the conveyance of such Lot.

3. Verification of Age

All residents, whether Owners, Residents or house guests of absentee Owners or Residents, must provide age verification to the Association, which verification may be included in a signed lease or contract for the purchase and sale of the Lot, and shall be signed by the Resident or house guest of such absentee Owner in the following form:

I, _____, do solemnly swear under full penalty of perjury that I am 21 years of age or older and, as a result of the agreement this certification is either a part of or incorporated into, plan to be a member of the household that will reside at _____. Furthermore, I do hereby swear and affirm under full penalty of perjury that I have personal knowledge of the ages of the intended occupants of this household and that at least one occupant is 55 years of age or older (or if not 55 years of age or older, _____ years of age).

If the Owners or Residents of a particular residence refuse to comply with the age verification, the Association may consider the Lot to be occupied by an Age Qualified Resident if it has sufficient evidence which may include:

- i. Government records or documents such as a local household census;
- ii. Prior forms or applications; or

iii. A statement from an individual who has personal knowledge of the age of the Owner or Residents. The statement must set forth the basis for such knowledge and be signed under penalty of perjury.

4. Surveys for Compliance

(a) The Association will conduct surveys at least every two years (2) and maintain a data base to verify age compliance as required by HOPA. All Owners and Residents are required to respond to the surveys. Proof of occupancy by at least one (1) Age Qualified Resident in the occupied Lot must be provided in response to the survey unless already provided, in which case an affidavit of current compliance may be accepted.

(b) Copies of information gathered in support of the occupancy verification may be segregated in a separate file and are considered confidential and not available for public inspection. The files are created for the sole purpose of complying with HOPA and are to be kept separate from the general files of the Association.

(c) A summary of occupancy surveys shall be available for inspection upon reasonable notice and request.

5. Disclosures

(a) Any Owner or realtor who sells or leases a Lot shall disclose in the advertisements, purchase or lease documents that The Homestead is a 55 year age restricted community under the Fair Housing Acts and HOPA.

(b) Each lessor shall verify that at least one (1) Resident is an Age Qualified Resident by confirming the current age or date of birth of the Resident(s) and shall retain documentation of such verification. Each lease shall provide that failure to comply with the requirements of this 55 Year Age Restriction Policy and the restrictions of Article 2 of the Declaration shall constitute a default under the lease agreement.

(c) Disclosures shall also be made to any persons permitted to occupy the Lot as house guests in the absence of an Age Qualified Resident or other Resident. If the absentee Resident is the only Age Qualified Resident of the Lot, then at least one (1) house guest of such absentee Age Qualified Resident must be an Age Qualified Resident. The under twenty-one (21) years of age occupancy prohibition rule also applies to house guests.

6. Amenity Use

(a) There is no minimum age requirement for use of the Common Areas , including but not limited to community open spaces, parks and trails.

(b) Guests of the Common Areas must be accompanied by an Owner or an Age Qualified Resident.

(c) Use of the amenities and other Common Areas is subject to additional Rules and Regulations which may be adopted by the Declarant during the Development Period, or a majority of the Board, with the advance written consent of Declarant during the Development Period.

EXHIBIT "A"

PROPERTY DESCRIPTION

Parcel Identification Number: 27-32-201-006

A part of Lot 1, ON POINT PROPERTIES LLC COMMERCIAL CAMPUS, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder on November 13, 2003 as Entry No. 8891528 in Book 2003P at Page 352, more particularly described as follows:

Beginning at a point at the Northwest corner of Lot 1, On Point Properties LLC Commercial Campus Subdivision, as recorded November 13, 2003 as Entry No. 8891520 in Book 2003P at Page 352; said point being South 00°14'42" West 825 feet along the section line and East 53 feet from the North quarter corner of Section 32, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence along the Northerly line of said Lot 1 East 903.02 feet to the Northwest corner of a Warranty Deed, recorded as Entry No. 13763635 in Book 11233 at Pages 3971-3972, Date: September 2, 2021 on file with the Salt Lake County Recorder; thence along the Westerly line of said deed South 00°06'20" East 235.32 feet to the Northerly right of way of Water Street as dedicated by said subdivision plat; thence along said right of way the following five (5) courses: (1) West 21.68 feet; thence (2) Westerly along the arc of a curve to the left with a radius of 330.50 feet a distance of 123.89 feet through a central angle of 21°28'40" chord bearing South 79°13'19" West chord distance 123.20 feet; thence (3) South 68°31'20" West 574.98 feet; thence (4) Westerly along the arc of a curve to the right with a radius of 139 feet a distance of 52.11 feet through a central angle of 21°28'40" chord bearing South 79°16'25" West chord distance 51.80 feet; thence (5) West 176.86 feet to the Westerly line of Lot 1 of said subdivision, said point also being located on the Easterly right of way of 3600 West street as dedicated by said subdivision plat; thence along said Westerly lot line and Easterly right of way line North 00°14'33" East 478.53 feet to the point of beginning.

EXHIBIT "A" PROPERTY DESCRIPTION
THE HOMESTEAD
COMMUNITY MANUAL