

AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTION FOR
LANTERN HILL @ WILLOW CREEK
(A Planned Lot Development Subdivision)

RECITALS:

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LANTERN HILL @ WILLOW CREEK, (A Planned Lot Development Subdivision) (this "Declaration") amends and restates in their entirety the "Declaration Of Covenants, Conditions And Restrictions For Lantern Hill @ Willow Creek, (a Planned Lot Development Subdivision)," which was recorded in the office of the County Recorder of Salt Lake County, Utah on March 31, 2000, as Entry No. 7608940, in Book 8352, at Pages 5982, et seq. (the "Original Declaration"); as First Amended on May 19, 2005 in Entry 9381117, Book 9132, Pages 8875-8897; as Amended on April 22, 2008 in Entry No. 10406496, Book 9597, Pages 4478-4483; as Amended on June 20, 2017 in Entry 12559359, Book 10569, Pages 4964 to 4965.

The name of the Project is Lantern Hill @ Willow Creek.

The name of the Association is Lantern Hill @ Willow Creek Owners Association, Inc., a Utah non-profit corporation.

The Project is not a cooperative.

No part of the Project contains condominiums.

No option has been retained to expand the Project.

All of the Property is located in Salt Lake County, Utah.

The description of the real estate included in the Project is attached as Exhibit A.

The common areas of the Project are described in the Plat, a copy of which has been recorded and a copy of which is attached.

A. Consent of Owners. This Amended and Restated Declaration is made and executed this ____ day of _____ 2024, by the undersigned, being the President of the Board of Trustees of Lantern Hill @ Willow Creek Owners Association, a Utah Nonprofit Corporation (the "Association"), who hereby declares and certifies on behalf of the Association that this Declaration was approved and consented to by the affirmative written assent or vote of the Owners (as that term is defined in Paragraph 1.13, below) holding not less than sixty percent (60%) of the Total Votes of the Association (as that term is defined in Paragraph 1.18, below).

B. Description of Land. The Planned Lot Development Subdivision (the "Project") that is the subject of this Declaration is situated in and upon that certain real property (the "Subject Land") located in Salt Lake County, State of Utah, specifically described in Exhibit "A" attached hereto and incorporated herein by this reference, and the plat for Lantern Hill @ Willow Creek, a Residential Planned Lot Development Subdivision (the "Plat") that has been placed of record in the office of the County Recorder for Salt Lake County, State of Utah, at Book 8352 Pg 6005 and 6006, a copy of which Plat is attached as Exhibit 'B'. There are 20 lots in the Project, as shown on the Plat.

C. Association and Bylaws. The Association was created in 2000 by the filing Articles of Incorporation with the Utah Division of Corporations and Commercial Code. The Association is the governing body of the Project and shall operate in accordance with the "Bylaws of Lantern Hill @ Willow Creek" (the "Bylaws").

14314797 B: 11533 P: 1209 Total Pages: 37
11/18/2024 12:04 PM By: zjorgensen Fees: \$60.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: BETTY LONG
3260 E. LANTERN HILL, COURTSANDY, UT 84093



D. Intent and Purpose. The Subject Land and all improvements situated upon the Subject Land are hereby submitted to the applicable ordinances and statues of the State of Utah and the ordinances of Salt Lake County (collectively the "Code"), and made subject to the following mutually beneficial restrictions and general plan of improvement for the benefit of all Lots within the Project and the Owners thereof.

ARTICLE 1 **DEFINITIONS**

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

1.1 "Act" refers to the Utah Code, including Title 57, Chapter 8a.

1.2 "Association" shall mean Lantern Hill @Willow Creek Owners Association, Inc., a Utah nonprofit corporation.

1.3 "Board of Trustees" or "Board" shall mean the Board of Trustees of the Association.

1.4 "Common Areas" shall mean all of the Subject Land except all Lots, including without limiting the generality of the foregoing, all streets, recreation areas, and other areas specifically shown on the Plat as Common Areas, together with all equipment, facilities, fixtures, and other personal property and real property improvements thereon and/or owned by the Association for the use and benefit of all Owners, including without limiting the generality of the foregoing all streets, curb and gutter improvements, trees, bushes and other landscaping in the Common Areas (but not within the Lots), and all equipment, fixtures, facilities, and other personal property and real property improvements hereafter purchased in accordance with this Declaration with monies from the Common Expense Fund. The Common Areas shall be owned by the Association, and all Common Areas shall be managed and controlled by the Association for the common use and enjoyment of the Owners as more fully described in this Declaration.

1.5 "Common Expense Fund" shall mean the fund created or to be created pursuant to the provisions of Article IX of this Declaration and into which all funds of the Association shall be deposited. A portion of the Common Expense Fund shall be the Capital Reserve Account, which shall be separately maintained and accounted for and from which funds may only be used in accordance with Utah state law.

1.6 "Declarant" was originally Sequoia Development, Inc., a Utah Corporation, its successors and assigns.

1.7 "Dwelling" shall mean a building located on a Lot and designated primarily for use and occupancy as a single-family residence.

1.8 "Lot" shall mean each individual parcel of real property shown on the Plat as a Lot, together with all improvements located thereon and all appurtenances thereunto appertaining.

1.9 "Manager" shall mean the person, firm, or company, if any, designated from time to time by the Association to manage, in whole or in part, the affairs of the Association and the Project.

1.10 "Member" shall mean each Owner of a Lot. Only one Member may vote for each Lot in any election or other matter. .

1.11 "Mortgage" shall mean any mortgage, deed of trust, or other security instrument by which a Lot or any part thereof is encumbered.

1.12 "Mortgagee" shall mean (i) any person or entity named as the mortgagee or beneficiary under any Mortgage, or (ii) any successor to the interest of such person under such Mortgage.

1.13 "Notice" as used herein includes all written notice and shall include notice given by email so long as the email is sent to an email address provided to the Association Manager or the Board of Trustees by the Member. Proof of delivery of such message shall be retained by the sender of such a message. Notice given by email shall be deemed received on the date it is sent. Notice may also be provided through the postal service, in which event, notice shall be deemed to have been given five business days after it was posted, or by hand delivery in which event notice shall be deemed to have been given upon the completion of delivery to the Member.

Notice provided to the Manager, if one then exists, shall be deemed to have been received by the Board on the day following its receipt by said Manager. If there is no Manager, notice to the Board shall be deemed complete when it has been served on any single Trustee in the manner provided above.

If any Lot is owned by more than one person or entity, notice to any one of the Owners of a Lot shall constitute notice to all of the Owners of the Lot.

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

1.15 "Plat" shall mean the Plat for Lantern Hill @ Willow Creek, a Residential Planned Lot Development, which was recorded in the office of the County Recorder for Salt Lake County, State of Utah as Exhibit B to Entry Number 7608940, Book 8352, at Page 6005.

1.16 "Project" shall mean all Lots and all Common Areas, collectively.

1.17 "Subject Land" shall mean the land upon which the Project is situated, as more particularly described in Paragraph B. of the Recitals above.

1.18 "Total Votes of the Association" shall be 20, meaning the total number of votes appertaining to the Lots in the Project, as shown on **Exhibit "C"** attached hereto.

ARTICLE II

DIVISION OF PROJECT

2.1 Submission to Code. All the Subject Land is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as a Planned Lot Development Subdivision to be known as Lantern Hill @ Willow Creek. All of said Subject Land is and shall be subject to the covenants, conditions, restrictions, easements, uses, limitations, and obligations set forth herein and, in the Plat, each and all of which are declared and agreed to be for the

benefit of the Project and in furtherance of a plan for improvement of said property and division thereof into Lots. Further, each and all the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Owners, their successors and assigns, and any person acquiring, leasing, or owning an interest in any Lot, their lessees, heirs, executors, administrators, devisees, successors, and assigns.

2.2 Subdivision into Lots. Pursuant to the Plat, the Subject Land is divided into Lots as more particularly described on the Plat. The Declarant quitclaimed all its right, title and interest in and to all of the Common Areas, as more particularly shown on the Plat, without warranty, to the Association, to be held and administered in accordance with the provisions of this Declaration.

ARTICLE III

IMPROVEMENTS

3.1 Description of Improvements. The Project consists of 20 Lots as shown on the Plat, Exhibit B. Each of the Lots shall, when improved, contain one single family residence, which shall be principally constructed of wood frame, brick, rock, stucco, sheetrock interiors and asphalt shingle roofs, all in accordance with current building codes.

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

3.3 Building Restriction Line. Shown on the Plat is a line identified thereon as a public utility easement (the "PUE"). No house, garage, or other improvement, other than landscaping, sidewalks, driveways, streetlights and curb and gutter improvements, shall be located on any Lot between the PUE and the street, which abuts the Lot. The Association, or any Owner, shall have the right to restrain the Owner of any Lot from violating the restrictions set forth in this Section 3.3.

3.4 Contents of Exhibit "C". Exhibit "C" to this Declaration furnishes the following information with respect to each Lot: (a) The Lot number, and (b) the number of votes of the Owner of the Lot as a Member of the Association.

ARTICLE IV

NATURE AND INCIDENTS OF OWNERSHIP

4.1 Ownership and Maintenance of Lots. Each Owner shall have the exclusive right to construct, improve, reconstruct and repair the house and other improvements located on the Owner's Lot. Each Lot, and the improvements located thereon, being the sole and exclusive property of the Owner thereof, shall be maintained and repaired by the Owner and shall be kept in a clean and sanitary condition and in a state of good repair, subject to the right and obligation of the Association to maintain certain portions of the Lot as described in the provisions of Section 4.5 below.

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

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

4.4 Ownership and Use of Common Areas. The Association shall own all Common Areas for the common use and enjoyment of the Owners, and the Association shall have the exclusive right and obligation to manage and maintain all Common Areas, and to repair, replace and reconstruct any existing or new Common Areas. The Owners, pursuant to action taken in accordance with this Declaration and the Articles and Bylaws, may determine from time to time, subject to any required governmental approval, what improvements will be constructed or located on the Common Areas. Each Owner shall have an irrevocable license and easement to use, occupy and enjoy all Common Areas in common with all other Owners. Except as otherwise provided in this Declaration, each Owner shall be entitled to the nonexclusive use of the Common Areas in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any rules or regulations promulgated by the Association. Each Owner will be responsible for an equal share of the taxes, insurance, maintenance and other costs and expenses relating to the Common Areas.

4.5 Maintenance of Landscaping, Sidewalks and Driveways. Except as specifically provided below, all areas and improvements within the Lots, including, without limitation, any house, patio, garage, sidewalk, driveway, landscaping, or other improvement on any Lot, shall be maintained, cleaned, repaired, replaced and reconstructed by the respective Owners thereof. Any such Owner re-landscaping, rebuilding, replacement, repair or material alteration or addition to any such areas and improvements within the Lots, other than within the interior of any house or garage, shall require the prior written approval and consent of the Board or Trustees of the Association in accordance with the provisions of this Declaration. Notwithstanding the foregoing, the Association shall maintain the landscaped portion of each Lot beginning at the rear and side lines of the house on the Lot up to the inside of the curb at the street but excluding any sidewalks and driveway areas (collectively the "Maintained Areas"). In performing maintenance of the Maintained Areas, the Association shall (a) maintain, clean, mow and water all of the Maintained Areas; (b) remove snow from the Common Area streets located in front of the Lots sufficient to permit reasonable vehicular circulation on the streets and push the snow to the edge of the streets, and when necessary, onto the Maintained Areas until it melts; and (c) repair such Maintained Areas at such time as the same are in a state of disrepair and require repair or replacement. Notwithstanding the foregoing to the contrary, (i) the Association shall not be obligated to remove snow from any driveways, porches, sidewalks or patios located in front of or on the sides or rear of houses located on the Lots, (ii) trim or maintain any trees, flowerbeds or shrubs located on a Lot. An Owner may plant and maintain flowers, ground covers and other plants within the planting areas of the Lots and upon doing so, shall have the sole obligation to maintain, weed and prune the same, provided, however, that the Association may prohibit, remove or alter any such individual gardening if the Board deems such to be inconsistent or out of harmony with the general landscaping of the Project and has discussed the same with the Lot owner. The Association shall not be obligated to maintain or repair any fences, walls or trees if any be located on any Lots, as more fully described in Section 4.6 below. If the current maintenance contractor provides additional services for lot owners, those services shall be made available to each lot owner. The Association shall have an easement and right of access over and across the Maintained Areas of all of the Lots for purposed of completing its responsibilities set forth in this Section 4.5.

4.6 Fences and Walls. The Maintained Areas defined in Section 4.5 above shall not include any fences or walls located on any Lots, except that the Maintained Areas shall include fences and walls located in the Project that (a) separate the Project from contiguous property not

a part of the Project ("Perimeter Fences"). The Association shall have the exclusive right to construct, locate, maintain, repair, and reconstruct any Perimeter Fences. Any Perimeter Fences shall not be removed except with the approval of Owners owning a majority of the Lots in the Project, at a meeting of the Owners duly held in accordance with the provisions of this Declaration, the Articles and Bylaws. No additional fences or walls, including any Side Fences or other fences whatsoever, shall be located on any Lots without the prior approval of the Board of Trustees, which approval may be withheld for any reason. Any fences or walls permitted by the provisions of this Section 4.6, including approved Perimeter Fences and Rear Fences shall be constructed of materials and shall be of such colors, styles and characteristics, as shall be approved by the Board of Trustees from time to time, with the intent being that the Board of Trustees will control the construction, maintenance and reconstruction of any fences or walls allowed by the provisions hereof to assure that they are constructed of similar materials and that they are harmonious with the overall architecture and aesthetics of the Project. Notwithstanding the foregoing, no white vinyl fences may be constructed or placed within the boundaries of the Project or any Lot, nor may the Association have the authority to approve the construction or placement of any such white vinyl fences within the boundaries of the Project or any Lot.

4.7 Inseparability. Title to any part of a Lot within the Project may not be separated from any other part thereof. Every devise, encumbrance, conveyance, or other disposition of a Lot, or any part thereof, shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the entire Lot, together with all appurtenant rights created by law or by this Declaration, including appurtenant membership in the Association as hereinafter set forth, and an irrevocable license to use, occupy and enjoy the Common Areas in common with all Owners.

4.8 No Partition. The Common Areas shall be owned by the Association and the Owners, in accordance with the provisions of this Declaration, and no Owner nor the Association may bring any action for partition thereof except as allowed by law.

4.9 Separate Mortgages by Owners. Each Owner shall have the right separately to mortgage or otherwise encumber the Owner's Lot. Neither the Association nor my Owner shall attempt to or shall have the right to separately mortgage or otherwise encumber the Common Areas and Common Facilities or any part thereof except as to the undivided interest therein appurtenant to the Lot. Any mortgage or other encumbrance of any Lot shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

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

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

4.12 Description of Lot. Every contract for the sale of a Lot and every other instrument affecting title to a Lot within the Project may describe a Lot by its identifying number or symbol as indicated in this Declaration or as shown on the Plat. Such description will be construed to describe the Lot and to incorporate all of the rights incident to ownership of a Lot within the Project and all of the limitations on such ownership.

4.13 Non-Exclusive Easements. All streets constituting Common Areas that provide access to public roads outside of the Project shall be easements for the exclusive use of the Owners, their guests, occupants, lessees, and invitees.

4.14 Mortgage Liens & Common Areas. The Association shall not attempt nor shall it have the right to mortgage or otherwise encumber the Common Areas or any part thereof. No labor performed or material furnished for use in connection with the Common Areas shall create any right to file a statement, claim, or notice of mechanic's lien against the Common Areas.

ARTICLE V

EASEMENTS

5.1 Easements for Maintenance. The Association shall have the irrevocable right to have access from time to time to all Common Areas and to all Maintained Areas during such reasonable hours as may be necessary for the maintenance, cleaning, repair, and replacement thereof or for making emergency repairs at any time herein necessary to prevent damage to the Common Areas.

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

5.3 Easements Deemed Created. All conveyances of Lots within the Project, whether by Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as provided herein, even though no specific reference to such easements appears in any such conveyance.

5.4 Easements Reserved by Association. The Association shall have power to grant and convey to any third party and hereby reserves unto itself easements and rights of way, including but not limited to rights of ingress and egress, in, on, over and under the Common Areas, for the purpose of constructing, erecting, operating and maintaining lines, cables, wires, conduits or other devices for electricity, cable television, power, telephone and other purposes, public sewers, storm drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities to provide common utility services to the Project.

5.5 Easement Reserved by the Association for Snow Removal. The Association shall have and here by reserves unto itself an easement, including but not limited to rights of ingress and egress in, on, over and under the Maintained Areas, for purpose of storing snow removed from the Common Area streets on the Maintained Areas whenever the accumulative amount and depth of the snow removed from the Common Area streets exceeds the capacity of

the edge of the Common area streets to a depth not to exceed ten (10) feet into the Maintained Areas.

ARTICLE VI RESTRICTIONS ON USE

6.1 Residential Uses Only. Each Lot contained in the Project is intended to be used primarily for single-family residential housing. Notwithstanding the foregoing, businesses, professions or trades may be conducted within the residence on a Lot subject to the following limitations: (i) any such business, profession or trade may not require heavy equipment or create a nuisance within the Project, (ii) may not noticeably increase the traffic flow to or parking within the Project, (iii) may not be observable from outside the Lot, and (iv) may only be carried on following approval from Salt Lake County and Cottonwood Heights City and in compliance with all applicable state, county and city laws, rules and ordinances in effect at the time any such use is made. Specifically, it is contemplated that certain businesses, professions or trade which rely primarily on the Internet and other similar type of technological advances may be operated or maintained within a Lot, subject to the foregoing limitations and all other limitations of this Declaration. Other businesses must have prior approval of the Board.

6.2 No Unlawful, Unsafe or Hazardous Activity. No unlawful activity shall be carried on, in, or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project that is or may become a nuisance or may cause harm to or endanger the Owners of the Project. No activities shall be conducted, nor improvements constructed in or upon any part of the Project are or may become unsafe or hazardous to any person or property.

6.3 Restriction on Recreational Vehicles. Except as provided in such rules and regulations as the Association may from time to time promulgate, no boats, trailers, recreational vehicles, trucks, commercial vehicles, or inoperable vehicles belonging to Owners or other residents of the Project shall be parked or stored in or upon any of the Common Areas.

6.4 Restriction on Signs. No signs shall be permitted on any lot or any of the Common Areas except as are specifically allowed by the Association Rules. .

6.5 No Structural Alterations. No Owner shall, without the prior written consent of the Association, make or permit to be made any structural alteration, improvement, or addition, including without limitation any fences, walls or patios, to the exterior of the house located on his Lot, or to the Maintained Areas on his Lot, without the prior written consent of the Board, which consent may be granted or withheld in the Board's sole discretion. Notwithstanding the foregoing, the Board will reasonably grant permission for installation by an Owner of a satellite dish that is reasonably located and which does not exceed two feet in diameter. No Owner shall, without the prior written consent of the Association, do any act that would impair the safety of property or impair any easement appurtenant to the Project.

6.6 No Obstructions. There shall be no obstruction of the Common Areas by any Owner. Except with the prior written consent of the Association, Owners shall neither store nor leave any of their property in the Common Areas. Specifically, without limiting the generality of the foregoing, Owners shall not park their vehicles overnight on streets within the Project. A guest or visitor of an Owner (excluding Owners and other persons living in the Project) may park their vehicles on a street within the Project for up to three (3) days at a time, following which the vehicle must be removed from the street.

6.7 Prohibition of Damage and Certain Activities. Except with the prior written consent of the Association, nothing shall be done or kept in or on any Lot, in Common Areas, or in any other part of the Project which may result in cancellation of any insurance on the Project or any part thereof, nor shall anything be done or kept in or on any Lot which may increase the rate of insurance on the Project or any part thereof which the Association, but for such activity, would have to pay. Nothing shall be done or kept in or on any Lot or in the Common Areas or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of the Common Areas or any part thereof shall be committed by any Owner or guest or invitee of any Owner, and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from any such damage or waste caused by such Owner, his guests, lessees, licensees, or invitees.

6.8 Rules and Regulations. The Owners shall comply with all of the rules and regulations governing use of the Common Areas and the other areas of the Project, as such rules and regulations may from time to time be adopted, amended, or revised by the Association.

6.9 Pets and Animals. No animals or birds of any kind shall be raised, bred or kept in or on any Lot or in the Common Areas, except that no more than two domestic dogs and cats, and no more than two common household birds, may be kept in or on Lots, subject to rules and regulations of the Association and provided that they are not kept, bred, or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or disturbance shall be permanently removed from the Project upon ten (10) days written notice from the Association. Any pet allowed by the preceding portions of this Section may be present on the Common Areas only if on a leash held by a person. Any animal droppings must be immediately removed from any Common Area or Lot by the owner of such animal.

6.10 Lease Restrictions. The leasing, renting, letting and licensing (collectively referred to as "leasing") of Lots in the Project shall be subject to the following restrictions:

(a) Project-Wide Lease Limitation. Subject to the requirements of UCA 57-8a-209, at no time shall more than Twenty Percent (20%) of the Lots in the Project be allowed to be leased at any given time. Notwithstanding the foregoing, the provisions and restrictions on leasing contained in this Section 6.10(a) shall be construed to be consistent with the exceptions included in Utah law, including those set forth in UCA 57-8a-209, as subsequently amended, and shall not apply to occupancy of a Lot by an immediate family member of the Owner of the Lot. "Immediate family member" shall be deemed to mean and include the spouse, parents, children and grandchildren of an Owner.

(b) Minimum and Maximum Term. No Lot may be leased for a term of less than six (6) months or more than two (2) years.

(c) Lease Must Cover Entire Lot. All Lot leases must be for the entire Lot. No more than one lease may be signed for the same Lot for the same lease term. The Association may require that the parties to a lease sign an addendum provided by the Board that is consistent with the Association's rights under this Declaration in accordance with UCA 57-8a-209(9)(d).

(d) Occupant Bound by Declaration and Rules and Regulations. No Lot may be leased unless pursuant to a written agreement wherein all tenants and other occupants agree to be bound by the Declaration, and by the Rules and Regulations promulgated pursuant thereto, and the Owner has irrevocably appointed and constituted the Board as the Owner's attorney-in-fact to seek, at the Owners' expense, the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of the Declaration and/or rules and

regulations promulgated pursuant thereto, provided that the Board first gives the Owner notice of said violation and a reasonable period to affect a cure.

(e) Copy of Lease to Board. A copy of the lease agreement must be provided to the Board prior to the occupancy of the Lot pursuant thereto.

(f) Subletting. Subletting by tenants or occupants is not permitted.

(g) No Landlord-Tenant Relationship Exists. In no event shall it be determined that a landlord/tenant relationship exists between the Association and the occupant.

(h) Extensions. If, during the course of occupancy of any lease, an occupant demonstrates such a disregard for the provisions of the Project's Declaration and/or Rules and Regulations that the Board determines it to be in its best interests to preclude the Owner from extending said lease, the Board shall so notify the Owner, in writing, of that determination, and the Owner shall thereupon be precluded from extending said lease beyond its original term.

(j) Payment of Tenant Lease Payments If Owner is Delinquent in Assessment Payments.

(i) If an Owner is leasing his/her Lot and fails to pay an Assessment for more than sixty (60) days after the Assessment is due, the Board may demand that the tenant that is leasing the Owner's Lot pay to the Association all future lease payments due the Owner, beginning with the next monthly or other periodic payment, until the amount due to the Association is paid.

(ii) The Board shall give the Owner written notice of its intent to demand full payment from the tenant. Said notice shall (i) provide notice to the tenant that full payment of the remaining lease payments will be paid to the Association beginning with the next monthly or other periodic payment unless the delinquent Assessment is received by the Association within the time provided herein, (ii) state the amount of the Assessment due, including any interest or late payment fee, and (iii) state that any costs of collection, not to exceed the amount permitted by law in the State of Utah, and other assessments that become due may be added to the total amount due.

(iii) If the Owner fails to pay the Assessment by the date specified in said notice, the Board may then deliver written notice to the Owner's tenant demanding that the tenant make all future payments otherwise due the Owner be paid to the Association. The Board shall mail a copy of said tenant notice to the Owner. Said notice shall state (i) that due to the Owner's failure to pay the Assessment within the time period allowed, the Owner has been notified of the intent of the Board to collect all lease payments due to the Association, (ii) that until notification by the Association that the assessment due, including any interest, collection cost, or late payment fee, has been paid, the tenant shall pay to the Association all future lease payments due to the Owner, and (iii) that payment by the tenant to the Association in compliance with this paragraph will not constitute a default under the terms of the tenant's lease agreement with the Owner.

(iv) All funds deposited with the Association pursuant to this paragraph shall be (i) deposited in a separate account; and (ii) disbursed to the Association until the assessment due, together with any cost of administration, not to exceed \$25.00, is paid in full. Any remaining balance shall be paid to the Owner within five (5) business days after payment in full to the Association.

(v) Within five (5) business days after payment in full of the Assessment, including any interest or late payment fee, the Board shall notify the tenant in writing that future lease payments are no longer due to the Association. A copy of said notice shall also be mailed to the Owner.

ARTICLE VII

THE ASSOCIATION

7.1 Membership. Each Owner shall be entitled and required to be a Member of the Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Lot is held by more than one person, the membership appurtenant to that Lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the Lot is held. An Owner shall be entitled to one membership for each Lot owned by said Owner. Each Lot shall have only one vote appurtenant thereto. Each membership shall be appurtenant to the Lot to which it relates and shall be transferred automatically by conveyance of that Lot.

Ownership of a Lot within the Project cannot be separated from membership in the Association appurtenant thereto, and any devise, encumbrance, conveyance, or other disposition of a Lot shall be construed to be a devise, encumbrance, conveyance or other disposition, respectively of the Owners' membership in the Association, and the rights appurtenant thereto. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Lot.

7.2 Board of Trustees. The Board of Trustees shall initially consist of no less than three (3) members which can be increased up to as many as seven (7) members upon the majority vote of the existing Owners at a duly called meeting of the Owners.

7.3 Duties and Powers of the Trustees. The duties and powers of the Trustees shall be as set forth in the Bylaws of the Association.

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

ARTICLE VIII

CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

8.1 The Common Areas. The Association shall be responsible, as described in Section 4.4, and subject to the rights and duties of the Owners as set forth in this Declaration, for the exclusive management and control of the Common Areas and all improvements thereon. In particular, the Association shall be responsible for the maintenance of the private roads and associated improvements located in the Project. The Association shall also be responsible for maintenance, repair, and replacement of all improvements or other materials located upon or used in connection with the Common Areas. The specification of duties of the Association with respect to particular Common Areas shall not be construed to limit its duties with respect to other Common Areas, as set forth in the first sentence of this Section. All goods and services procured by the Association in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund.

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

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

8.4 Real and Personal Property. The Association may acquire, hold and own real, personal, and mixed property of all types for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise. The Declarant has deeded all of the Common Areas to the Association. The maintenance, repair and replacement of all such property shall be paid for out of the Common Expense Fund and all proceeds from the disposition thereof shall become part of such Fund.

8.5 Rules and Regulations. The Association, by the vote or written consent of Owners holding at least sixty percent (60%) of the Total Votes of the Association, may make reasonable Rules and Regulations governing the use of the Lots and of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association, through its Board of Trustees or any Member, may take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations of Owners arising hereunder, or to obtain damages for noncompliance therewith, as permitted by law.

8.6 Granting of Easements. The Association may, without the vote or consent of the Owners or of any other person, grant or create, on such terms as it deems advisable, utility, ingress, egress, construction and similar easements over, under, across, and through the Common Areas.

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

8.8 Reserves. The Association shall engage and maintain reserve studies as required by UCA 57-8a-211 and maintain an adequate Capital Reserve Account in an account separate from the Common Fund for maintenance, repairs and replacement of those Common Areas that must be replaced on a periodic basis only as permitted by said statute, and such reserves shall be funded from the monthly assessments described in Article IX below.

ARTICLE IX

ASSESSMENTS

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

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

(a) Common Expenses

(i) Annual Budget. At least 10 days before the date of the annual meeting of each year, the Association shall prepare, or cause to be prepared, an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the coming calendar year and taking into account the general condition of the Project. Each such budget, with a written statement from the Association outlining a plan of operation for the year in question and justifying in every important particular the estimates made, be submitted to the Members at least 10 days prior to the annual meeting of the members of the Association. Such budget, with any changes therein, shall be adopted by the Members at each annual meeting of the Members. Said operating budget serve as the basis for the schedule of proposed monthly assessments for the annual period for which it is prepared. Said budget shall also constitute a major guideline under which the Association shall operate during such annual period.

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

(iii) Annual Assessments. The Association shall establish a regular, equal monthly assessment to be paid by each Owner (the "Common Expense Fund"). Each such Owner shall pay their percentage share in even monthly installments of one-twelfth (1/12) thereof on the first day of each month during the fiscal year. The Board of Trustees in its discretion may specify a payment schedule other than monthly. Upon acquisition of record title to a Lot, each such acquiring Owner shall contribute to the Capital Reserve Account of the Association (and not as a prepayment of annual assessments) an amount equal to be determined by the Board of the Association annually at the same time as the setting of the annual assessment, which amount shall not be less than one-half (1/2) nor more than the whole of that year's total annual assessment, said capital contribution to be paid to the Association at the time the Lot is acquired and allocated by the Association to its Capital Reserves. This amount shall be

deposited by the new Owner into the purchase and sale escrow and disbursed from the escrow to the Association. Any amounts paid into this fund by a new Owner shall not be considered as advance payments of regular assessments. The foregoing method of assessing the Common Expenses to the Owners may be altered by the Association so long as the method it adopts is consistent with good accounting practice and requires that the portion of Common Expenses borne by each Owner be equal. Each monthly installment of the regular assessment shall bear interest at the rate of one and one-half percent (1 1/2%) per month from the date it becomes due and payable until paid. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Lot for such assessment. In addition, the Board of Trustees may impose late fees in addition to interest on past due amounts in amounts not to exceed 20% of the assessment due. The Association may pursue its rights pursuant to Utah law against the Owner personally obligated to pay the same, including but not limited to the right to foreclose the lien granted pursuant to Section 9.4 against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

(b) Inadequate Funds. In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Owner's assessment, the Association may levy additional assessments in accordance with the procedure set forth in Section 9.3 below.

9.3 Special Assessments. In addition to the regular assessments authorized by Sections 9.1 and 9.2 above, the Association may levy, at any time and from time to time, upon affirmative vote of at least sixty percent (60 %) of the Total Votes of the Association, special assessments, payable over such periods of time as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Areas or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. Notice of any vote for the approval of a special assessment must be given at least 15 days before the vote will occur. The vote may occur at a special meeting called for the purpose of determining whether a special assessment will be made. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Any amounts assessed pursuant hereto shall be apportioned equally among and assessed equally to all Owners. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners. No payment shall be due less than thirty (30) days after such notice shall have been mailed. All unpaid portions of any special assessment shall bear interest at the rate of one and one-half percent (1.5%) per month from the date such portions become due until paid. In addition, the Board of Trustees may impose late fees in addition to interest on past due amounts in amounts not to exceed 20% of the initial assessment due.

9.4 Lien for Assessments. All sums assessed to the Owner of any Lot within the Project pursuant to the provisions of this Article IX, together with interest and penalties thereon as allowed herein, shall be secured by a lien on such Lot in favor of the Association. To evidence a lien for sums assessed pursuant to this Article IX, the Association may prepare a written notice of lien setting forth the amount of the Assessment, any interest and penalties, the date due, the amount remaining unpaid, the name of the Owner of the Lot, and a description of the Lot. Such notice shall be signed and acknowledged by a duly authorized officer, including the Chairman of the Board of Trustees, of the Association and may be recorded in the office of the Salt Lake County Recorder. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in the State of Utah. In any such

foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, including reasonable attorneys' fees, and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot that shall become due during the period of foreclosure. The Association shall have the right and power to bid in at any foreclosure sale, and to own, lease, mortgage or convey the subject Lot.

9.5 Personal Obligation of Owner. The amount of any regular or special assessment against any Lot shall be the personal obligation of the Owner of such Lot to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Lot, or by waiving any services or amenities.

9.6 Statement of Account. Upon written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Lot and payment of a fee of not greater than fifty dollars (\$50.00), the Association shall issue a written statement setting forth the following: (a) the amount of the unpaid assessments, if any, with respect to such Lot, and (b) the amount of the current regular assessment with respect to such Lot and the date such assessment becomes or became due. Such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.

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

9.8 Assessments Part of Common Expense Fund. All funds received from assessments under this Article IX, including those specifically allocated to the Capital Reserve Fund, shall be a part of the Common Expense Fund.

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

ARTICLE X

INSURANCE

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

(a) Fire and Casualty Insurance. A policy or policies of insurance on the Common Areas of the Project in such amounts as shall provide for replacement thereof in the event of damage or destruction from casualty against which such insurance is customarily maintained by other projects similar in construction, design, and use. Such insurance shall include fire and

extended coverage, vandalism and malicious mischief, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection as to the Common Areas. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice.

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

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

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

(e) Directors and Officers Errors and Omissions. Insurance to protect officers and directors from unintentional errors and omissions in the course of their duties.

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

(a) Casualty and Hazard Insurance. Casualty and hazard insurance in a form or forms naming the Association as the insured, as trustee for the Owners, and which policy or policies shall specify the interest of each Owner (Owners name and Lot number), and shall contain a standard, noncontributory mortgagee clause in favor of each Mortgagee which from time to time shall give notice to the Association of its Mortgage. The Association shall furnish to each Owner, and to each Mortgagee requesting in writing the same, a certificate of coverage, including an identification of the Owner's interest.

(b) Public Liability and Property Damage Insurance. Public liability and property damage insurance which names the Association as the insured, as Trustee for each Owner, and for the Manager, if any, and which protects each Owner, and the Manager, if any, against liability for acts or omissions of any of them in connection with the ownership, operation, maintenance, or other use of the Project.

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

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

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

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

ARTICLE XI

DAMAGE OR DESTRUCTION

11.1 Association as Attorney in Fact. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place and stead for the purpose of dealing with the Common Areas of the Project upon their damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from any Owner shall constitute an appointment by said grantee of the Association as his attorney in fact as herein provided. As attorney in fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, deed or other instrument with respect to the interest of an Owner in the Common Areas that may be necessary or appropriate to execute the powers herein granted.

11.2 Total Destruction. If damage or destruction occurs in or to the Project that is so extensive that every Owner of every Lot in the Project votes to not rebuild, repair or reconstruct the Common Areas damaged or destroyed, then in such event and upon written agreement of every Owner, this Declaration shall be terminated, and each Owner shall own his Lot, and all Owners together shall own all Common Areas as tenants in common, and there shall be no obligation to repair or reconstruct the damaged portions of the Common Areas. Upon the dissolution of the Project as herein provided, a notice of such shall be filed with the Salt Lake County Recorder, and upon filing of such notice, the following shall occur:

(a) The Common Areas shall be deemed to be owned in common by the Owners as tenants in common on an equal, undivided basis.

(b) Any liens affecting any of the Lots shall remain a lien on their respective Lots, but also shall be deemed to be transferred, in accordance with the existing priorities, to the undivided interest of the respective Owner in the Common Areas.

(c) If a majority of the Total Votes so elects within ninety (90) days after the damage has occurred, and if allowed by the applicable governmental authorities, the Common Areas shall be dedicated as public roads in accordance with applicable statutes and ordinances, and all Owners shall join in such dedication; and

(d) If the option described in Section 11.2(c) above is not elected, the Common Areas shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds

of the insurance on the Project, if any, shall be considered as one fund and shall be divided equally among all of the Owners, after first paying out of the respective share of each Owner, to the extent sufficient for such purpose, all liens on the undivided interest in the Project owned by such Owner.

11.3 Partial Destruction. As long as any one Owner of any Lot so elects, upon the damage or destruction of any portion of the Common Areas, the Association shall proceed to repair and reconstruct the Common Areas. The Association shall use insurance proceeds from the insurance it is obligated to carry to accomplish such repair and reconstruction. In the event insurance proceeds are insufficient to accomplish the repair and reconstruction as required herein, then the Association shall levy a special assessment against all Owners pursuant to the provisions of Article IX above to collect funds necessary to accomplish such repairs and reconstruction.

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

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

ARTICLE XII

CONDEMNATION

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

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

ARTICLE XIII

COMPLIANCE WITH DECLARATION AND BYLAWS

13.1 Compliance. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, Rules and Regulations promulgated by the Association, and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association or by an aggrieved Owner.

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

ARTICLE XIV

MORTGAGEE PROTECTION

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

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

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

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

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

ARTICLE XV

GENERAL PROVISIONS

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

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

15.3 Registraton of Mailing Address. Each Owner shall register from time to time with the Association his current mailing address. Owners may also register an email address with the Association. All notices or demands intended to be served upon any Owner may be sent by first class U.S. mail, postage prepaid, addressed to the Owner at his registered mailing address, or, if no address has been registered, to the Lot address of such Owner. If an Owner has registered an email address, notices and demands may be sent by email in lieu of U.S. mail. All notice or demands intended to be served upon the Association may be sent by first class U.S. postage prepaid, addressed to the Association at the address of its offices as may be furnished to the Owners in writing from time to time (currently 3260 East Lantern Hill Ct., Cottonwood Heights, Utah 84093). Any notice or demand referred to in this Declaration shall be deemed given three days after deposited in the U.S. mail, postage prepaid, and in the form provided for in this Section.

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

15.5 Amendment. Except as otherwise provided herein, this Declaration may be amended if Owners holding at least sixty percent (60%) of the Total Votes of the Association consent and agree to such amendment at a meeting of the Owners duly held in accordance with the provisions of the Articles, Bylaws, and this Declaration, which properly approved amendments shall be evidenced by instruments which are duly recorded in the office of the County Recorder for Salt Lake County, State of Utah.

15.6 Effective Date. This Amended and Restated Declaration shall take effect upon recording.

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

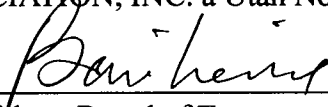
15.8 Limitation on Association's Liability. The Association shall not be liable for any failure of water service or other utility service to be obtained and paid for by the Association hereunder, or for injury or damage to any person or property caused by the elements or by another Owner or person in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

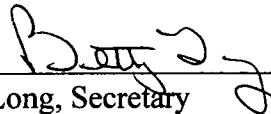
15.9 Owner's Obligations. All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may be leasing, renting, or selling on contract his Lot. The Owner of a Lot shall have no obligation for expenses or other obligations accruing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

15.10 Attorney's Fees. In any action between the Association and any Member, Owner or Resident related to the enforcement of obligations or duties arising under this Declaration or any of the other governing documents of the Association, the party that substantially prevails in such litigation, arbitration or dispute shall be entitled to recover all attorney's fees reasonably incurred in connection therewith, as well as reasonable court and all other costs reasonably related thereto.

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

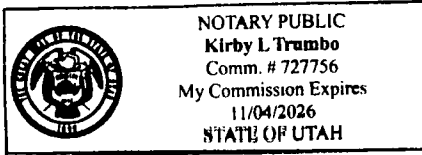
LANTERN HILL @WILLOW CREEK OWNERS
ASSOCIATION, INC. a Utah Non-Profit Corporation

By: 
President, Board of Trustees

By: 
Betty Long, Secretary

STATE OF UTAH
COUNTY OF SALT LAKE)

On the 4 day of OCTOBER, 2024, personally appeared before me BRUCE LEVINE, who by me being duly sworn did acknowledge that (i) he is the President of the Board of Trustees of Lantern Hill @ Willow Creek, a Utah non-profit corporation, authorized to sign the foregoing Declaration on behalf of said Association, and (ii) that the modifications and amendments contained herein were approved by the requisite vote of the Members of the Association, and further that he did sign the same in such capacity in my presence.



K. Trumbo
Notary Public
My commission expires: 11/04/2026

In the County of Salt Lake, State of Utah, Subscribed
and sworn to before me this 14 day of November 2024 by
Betty Long

Catherine Brebbia
Notary Signature and seal

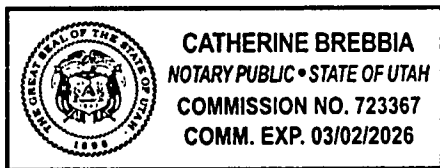


EXHIBIT "A"

A parcel of land located in Salt Lake County, State of Utah, described as follows:

BOUNDARY DESCRIPTION

BEGNNNG AT A POINT WHICH IS NORTH 89'54' 10" WEST ALONG THE SECTION LINE, 1319.23 FEET AND NORTH 0 deg. 58' EAST 1322.15 FEET FROM THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNNG THENCE SOUTH 0°07'58" WEST 204.01 FEET; THENCE SOUTH 71°08'00" WEST 55.18 FEET; THENCE SOUTH 58°07'29" WEST 122.74 FEET TO A PONT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 08°50'30" A DISTANCE OF 19.29 FEET TO A PONT OF TANGENCY; THENCE SOUTH 49° 16' 59" WEST 50.15 FEET TO A PONT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 27°56'01" A DISTANCE OF 131.63 FEET TO A POINT OF TANGENCY; THENCE SOUTH 77° 13' 00" WEST 272.69 FEET TO A PONT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 25.00. FOOT RADIUS CURVE TO THE LEFT TEROUGH A CENTRAL ANGLE OF 77°36'56" A DISTANCE OF 33.82 FEET TO A PONT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 241.59 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 00° 18' 30" A DISTANCE OF 1.30 FEET TO A POINT ON 'THE NORTH LINE OF SCOTTISH HEIGHTS 3R PHASE 1 SUBDIVISION AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 89° 42' 07" WEST ALONG SAID NORTH LINE 50.00 FEET; THENCE NORTHERLY ALONG THE ARC OF A 191.59 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01° 00' 39" A DISTANCE OF 3.38 FEET (LONG CHORD BEARS NORTH 00° 34' 17" WEST 3.38 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27° 18' 06" A DISTANCE OF 7.15 FEET (LONG CHORD BEARS NORTH 14° 43' 39" WEST 7.08 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 38.75 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF

105° 09' 29" A DISTANCE OF 71.12 FEET (LONG CHORD BEARS
NORTH 24° 12' 03" EAST 61.55 FEET);
THENCE SOUTH 77° 13' 00" WEST 344.28 FEET;
THENCE NORTH 08° 31' 00" EAST 344.18 FEET; THENCE NORTH 68°
34' 00" EAST 172.31 FEET;
THENCE EAST 300.00 FEET; THENCE SOUTH 17° 30' 00" EAST
56.50 FEET; THENCE NORTH 72° 51' 00" EAST 309.85 FEET;
THENCE NORTH 31° 00' 00" WEST 51.70 FEET; THENCE EAST
176.78 FEET TO POINT OF BEGINNING. CONTAINS
APPROXIMATELY 6.770 ACRES,

Which description includes all of Lots 1 through 20, inclusive, Lantern Hill at Willow
Creek PUD, a Planned Lot Development Subdivision, located in Salt Lake County, State
of Utah. Tax Parcel Numbers: 22354510340000, 22354510330000, 22354510320000,
22354510310000, 22354510300000, 22354510290000, 22354510280000,
22354510270000, 22354510260000, 22354510250000, 22354510150000,
22354510160000, 22354510170000, 22354510180000, 22354510190000,
22354510200000, 22354510210000, 22354510220000, 22354510230000,
22354510240000.

EXHIBIT B (Plat Map)

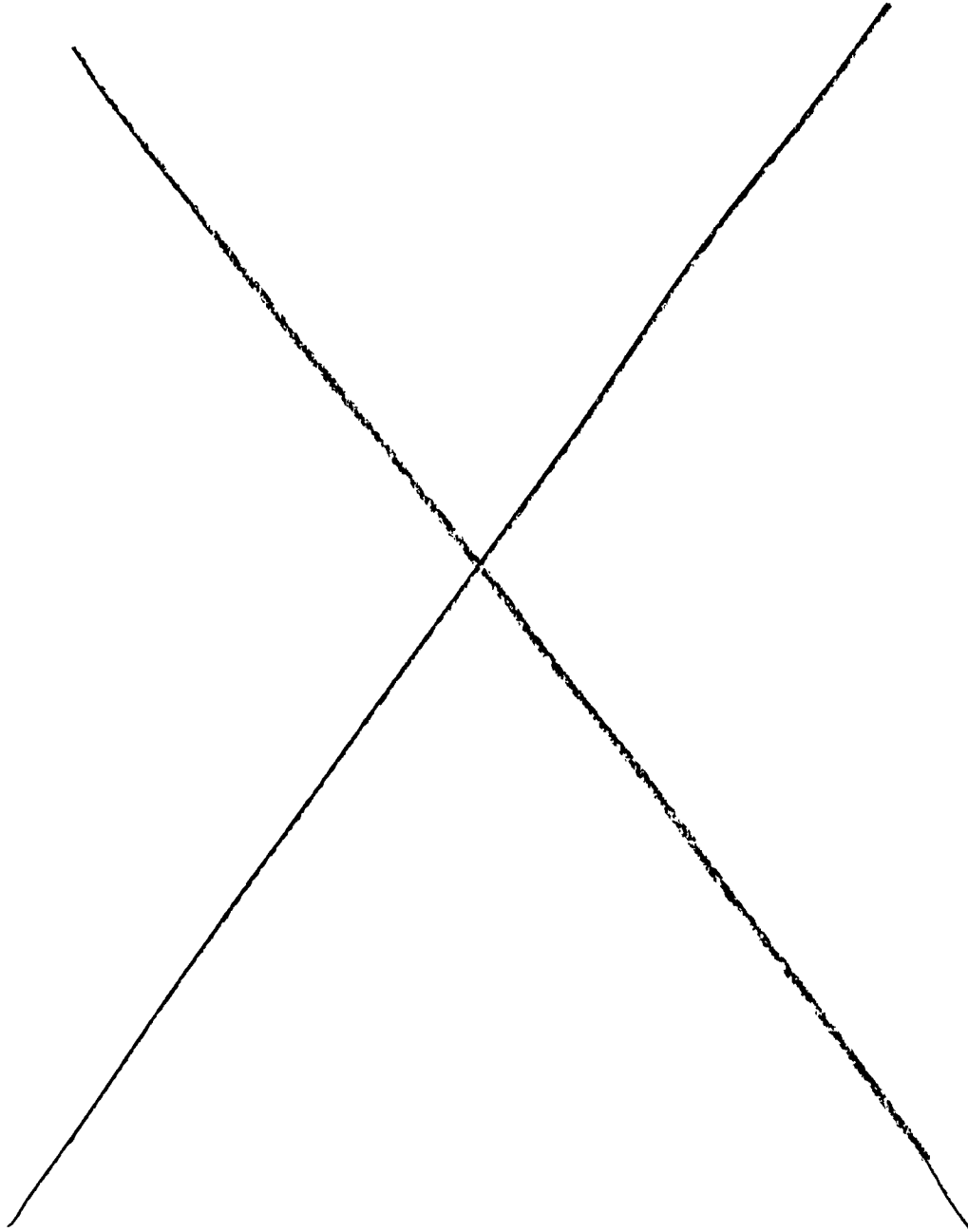
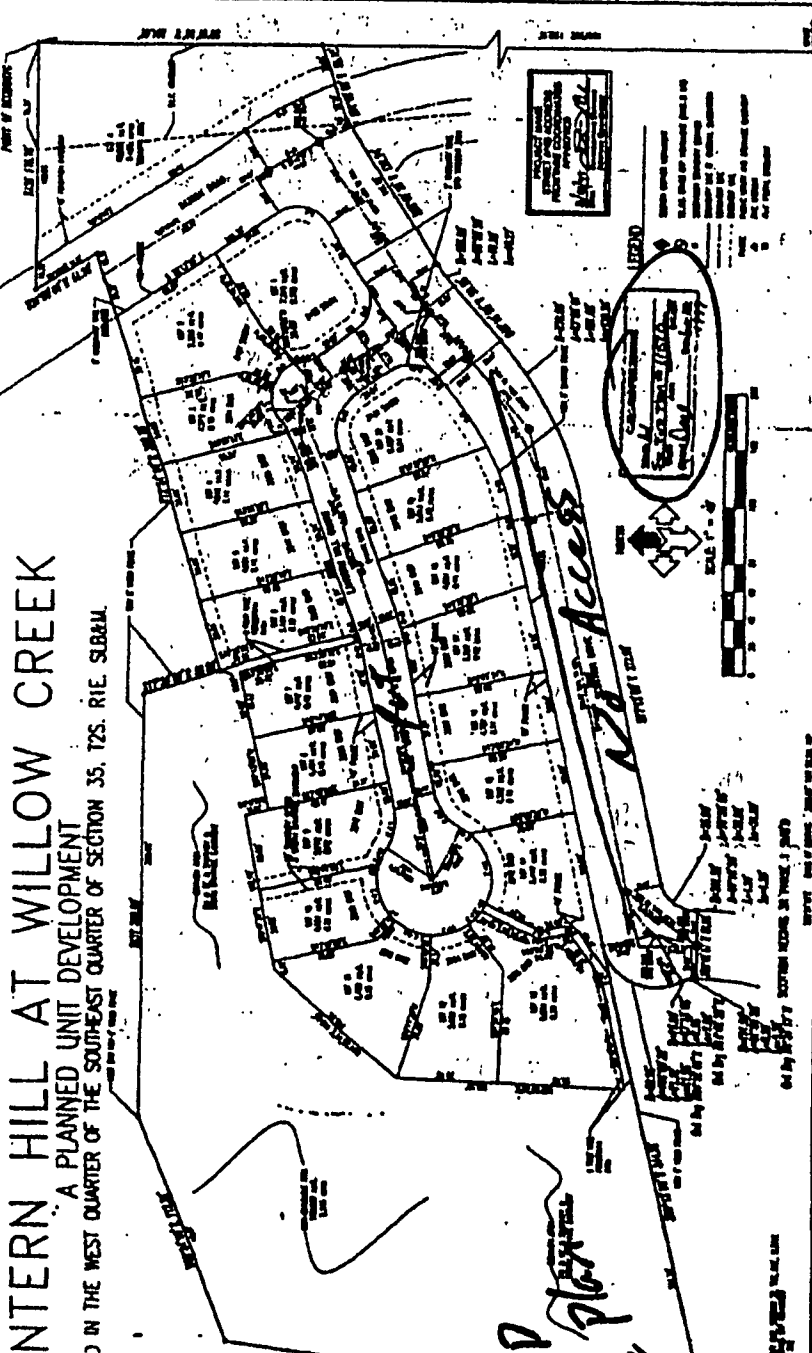


EXHIBIT "B"
LANTERN HILL AT WILLOW CREEK SUBDIVISION PLAT

BK8352PG6005

SURVEYOR'S CERTIFICATE
I, Carl S. Brown, Surveyor, do hereby certify that the foregoing plat of the subdivision of the land described in the plat is a true and correct copy of the original plat on file in my office and that the same has been duly recorded in the public records of the State of Missouri.

OWNER'S DEDICATION
LANTERN HILL AT WILLOW CREEK
A PLANNED UNIT DEVELOPMENT
The undersigned, the owners of the land described in the plat, do hereby dedicate to the public the streets, easements, and other improvements shown on the plat for the use and benefit of the public.



OWNER'S DEDICATION
LANTERN HILL AT WILLOW CREEK
A PLANNED UNIT DEVELOPMENT
The undersigned, the owners of the land described in the plat, do hereby dedicate to the public the streets, easements, and other improvements shown on the plat for the use and benefit of the public.

DEED
This deed is made this 1st day of May, 1983, between the undersigned, the owners of the land described in the plat, and the public, for the purpose of dedicating to the public the streets, easements, and other improvements shown on the plat for the use and benefit of the public.

RECORDED
This plat was recorded in the public records of the State of Missouri on this 1st day of May, 1983, at St. Louis, Missouri.

FILED AS RECEIVED
CO. RECORDER

14314797 B: 11533 P: 1234 Page 26 of 37

EXHIBIT "C"

<u>Lot Number</u>	Number of Votes Owner Has as a Member of the Association
1	1
2	1
3	1
4	1
5	1
6	1
7	1
8	1
9	1
10	1
11	1
12	1
13	1
14	1
15	1
16	1
17	1
18	1
19	1
20	1
Total Votes	20

**BYLAWS of
LANTERN HILL@WILLOW CREEK MEMBERS ASSOCIATION, INC.**

(A UTAH NON-PROFIT CORPORATION)

Amended October 18, 2024

ARTICLE I: INTRODUCTION

These Bylaws shall supersede all prior Bylaws in their entirety and shall govern the operation of Lantern Hill @ Willow Creek Members Association, Inc. (the "Association"), a Utah non-profit corporation. The Association may have such offices within the State of Utah as the Board of Trustees may designate from time to time. The current mailing address of the Association is 3260 East Lantern Hill Court, Cottonwood Heights, Utah 84093. The use of all property in Lantern Hill is governed by the Declaration of Covenants, Conditions and Restrictions recorded in the office of the Recorder of Salt Lake County, Utah, and as amended (the "Declaration"). All references to the Declaration shall include any amendments to and the most current restatement thereof.

ARTICLE II: DEFINITIONS

2.1 Capitalized Terms: Capitalized terms used in these Bylaws without definition shall have the meanings specified for such terms in the Declaration.

2.2 Eligible Votes: The term "eligible votes" means the total number of votes entitled to be cast by Members as of the record date for determining the Members entitled to vote at a meeting of with respect to any other lawful action including, but not limited to, action by written ballot or written consent. At present, there are twenty Lots and thus, 20 eligible votes.

2.3 U.C. A.: Utah Code Annotated, as amended.

2.4 Declaration: Declaration of Covenants, Conditions & Restrictions for Lantern Hill @ Willow Creek Members Association, as amended.

2.5 Governing Documents: Means the Declaration, these Bylaws, and the Rules of the Association.

ARTICLE III: MEMBERSHIP

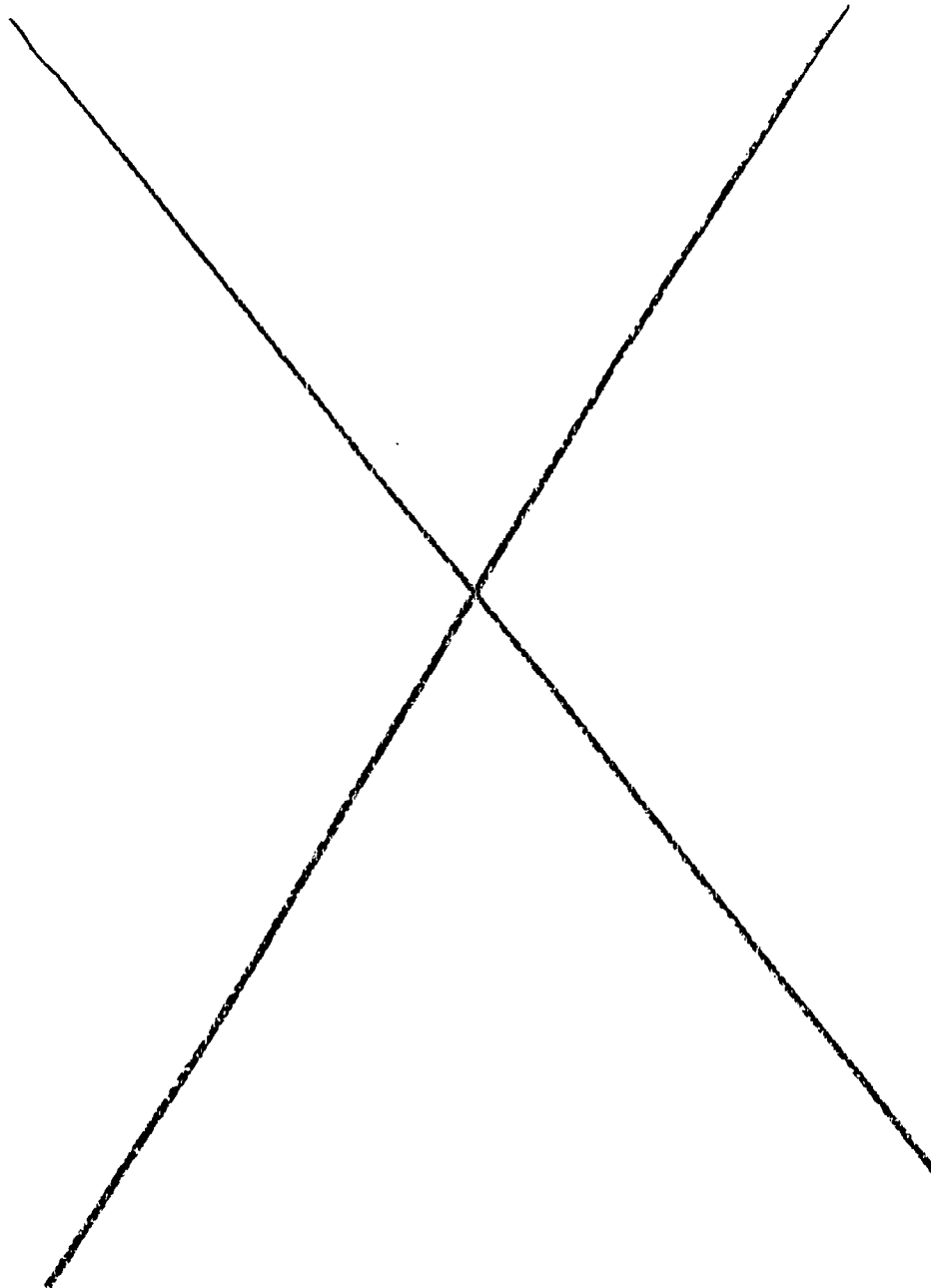
3.1 Members: Each Owner of a Lot shall automatically be deemed to be a Member of the Association. An individual or individuals designated, in writing, by an Entity may exercise the rights of membership for the entity. The transfer of title to any Lot by recording a document with the Salt Lake County recorder automatically transfers Membership to the new Owner identified in the recorded document effective as of the date of recording. When more than one person or entity holds an Ownership interest in any Lot or has been designated as provided hereinabove, each such person or Entity is a Member. However, in any matter in which a vote is required, only one vote will be accepted per Lot.

3.2 Good Standing: To be a Member in Good Standing, the Member must be current in the payment of his assessments to the Association and not currently have any of his rights suspended by action of the Board.

ARTICLE IV: MEETINGS OF MEMBERS

4.1 Annual Meetings: The Annual Meeting of the Members shall be held during the month of September each year at a date, time and place located in Salt Lake County designated by the Board of Trustees. Among other business, at each annual meeting an election for new Trustees shall be conducted. A waiver of notice signed by all of the Members may designate any place within the state of Utah as the place for holding such meeting.

EXHIBIT D
(Bylaws of the Association)



4.2 Special Meeting: Special meetings of the Members may be called at any time by the President or by the Board, or upon written demand signed by Members having at least ten (10%) of the eligible votes. A meeting demand made by Members must be delivered to the Community Manager, if one then exists, or to any Board member with a statement describing the purpose(s) of the meeting. Subsequent to the receipt of any demand, a meeting shall be scheduled by the Board within the ensuing 30 days. If the meeting is not so scheduled, those persons demanding the meeting may set a time and place for such special meeting and give any required notice for the same. The close of business on the thirtieth day before delivery of the demand for a special meeting shall be the record date for the purpose of determining whether the demand for the special meeting has been signed by Members having at least 10% of the eligible votes. Any special meeting must be conducted in Salt Lake County, Utah.

4.3 Notice of Member Meetings:

4.3.1 Not fewer than ten (10) nor more than thirty (30) days in advance of any meeting the Secretary or person authorized to call the meeting shall cause notice to be hand delivered or sent by prepaid U.S. mail to the mailing address for each Lot or to any other mailing address designated in writing by a Member. Notice may also be given electronically by email sent to the email address of an Owner registered with the Association. The notice shall specify the date, time, and place of the meeting and, in the case of any annual, regular, or special meeting shall also state the purpose of the meeting, and in particular shall include specific reference to any proposed amendments to the Declaration, Bylaws, or Rules, as well as changes in assessments requiring Member approval and any proposal to remove a Trustee or an officer.

4.3.2 When any meeting is adjourned to another time or place, it is not necessary to send another notice to the Members if the time and place are announced at the adjourned meeting. When the adjourned meeting is held, the Association may transact any business which might have been transacted at the original meeting. However, if the adjournment is for more than 30 days, notice of the adjourned meeting shall be given to each Member as prescribed in 4.3.1 above. By attending a meeting, a Member waives any right to object to the meeting on the basis that the meeting was not noticed in accordance with the Bylaws or Utah Code Annotated, except when attending the meeting for the express purpose of objecting to the transaction of any business or because the meeting is not lawfully called or convened.

4.4 Quorum: Except as otherwise provided in the Articles of Incorporation, the Declaration or the Bylaws, the presence in person, by proxy, or by absentee ballot of Members entitled to cast at least 50% of the votes in the Association shall constitute a quorum at any meeting or in any election of the Members. If a quorum is not present at any meeting, the Members who are entitled to vote at the meeting can vote to adjourn the meeting in accordance with the applicable provisions of Section 4.3.

4.5 Proxies: At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member himself or by his attorney thereunto duly authorized in writing. If Membership is jointly held the instrument authorizing a proxy to act must have been executed by all holders of such Membership or their duly authorized attorney. A written proxy must be delivered prior to the beginning of the meeting to the Secretary ("Secretary") of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

4.6 Procedures for Meetings: The President of the Board shall preside over all meetings of the Members. The Secretary or a designee shall attend each meeting of the Members and take and prepare minutes reflecting the actions taken at the meeting. If the Secretary or designee is not present, the presiding officer shall appoint someone else to act as the recording secretary.

4.7 Votes: With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot of such Member, as shown in the Declaration. When more than one individual or entity holds an interest in any Lot, the ballot for that Lot will be exercised as agreed upon by the Members, but in no event will more than one ballot be cast for any one Lot. If the Members of the Lot cannot agree on how to cast the ballot, they will lose the right to vote on the matter in question. If more than one vote is cast for a Lot, all of the votes for that Lot are deemed invalid. If any Member casts a vote on a particular matter, it is conclusively presumed that the Member acted with the authority and consent of all the Members of the Lot, unless any such other Member objects in writing prior to the announcement of the results of the vote.

The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration, or Utah law.

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

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

ARTICLE V: BOARD OF TRUSTEES

5.1 Number: The affairs of the Association shall be managed by the Board of Trustees, which shall consist of not less than three (3) nor more than seven (7) persons, all of whom must be Members in Good Standing as defined in Section 3.2. All Trustees must be 18 or older. Co-Members of a single Lot shall not be entitled to serve on the Board at the same time. If a Member is an entity, any person properly designated by that entity as the Member is eligible to be a member of the Board. All Trustees shall have all of the rights, remedies, privileges, and authority accorded to Trustees of the Association by the Governing Documents and by applicable law.

5.2 Terms of Office: Except as otherwise stated in this section, Trustees shall be elected for a term of one (1) year and shall serve until a successor is elected or appointed.

5.3 Place of Meetings: The Board may hold its meetings at any place designated by the Board of Trustees in Salt Lake County, Utah.

5.4 Authority of the Board: The Board has the power to do any and all lawful things which may be authorized, required, or permitted to be done by the Association under and by virtue of the Governing Documents and applicable law, and to do and perform any and all acts which may be necessary or proper for or incidental to, the exercise of any of the express powers of the Association.

5.5 Powers: Without being limited to the generality of Section 5.4, the Board of Trustees has the power to:

5.5.1 Hold and administer the assets and direct, control, manage and supervise the business and affairs of the Association.

5.5.2 Enforce all applicable provisions of the Governing Documents.

5.5.3 Make, publish and enforce Architectural Standards and Rules within the authority permitted under Utah statute, and as set forth in the Articles of Incorporation, these Amended Bylaws, the Association Rules, and the Declaration.

5.5.4 Establish penalties (including but not necessarily limited to fines, probation and/or suspension of Membership or voting privileges) for the infraction of the Associations governing documents.

5.5.5 Employ or terminate the services of any independent contractor, a managing agent or such other personnel and employees as the Board deems necessary and prescribe their duties.

5.5.6 As more fully provided in these Bylaws and the Declaration to:

5.5.6.1 Establish and collect the amount of Assessments from each Member.

5.5.6.2 Perfect and foreclose a lien against any property for which Assessments are not paid and are delinquent, or to bring an action at law against the Member personally obligated to pay the same.

5.5.6.3 Pay any taxes and assessments which are, or could become, a lien on the property owned by the Association.

5.5.7 Contract for goods or services for the Common Areas, facilities, or other property for which the Association is responsible or which are necessary to protect the legal interests of the Association.

5.5.8 When permitted by law, represent the Association before any and all governmental or quasi-governments agencies, offices, groups or bodies in conjunction with any matters bearing upon or affecting the quality of life and property values of the Association's Members, including but not necessarily limited to planning and zoning, fire protection, street lighting, public utility and similar regulating agencies.

5.5.9 To grant and convey easements, licenses, or rights-of-way over, across or under the Common Areas for public utilities, ingress, egress, or such other purposes as may be deemed advisable by the Board.

5.6 Duties: It is the duty of the Board of Trustees to:

5.6.1 Cause a complete record to be kept of all its acts and affairs and to present a summary thereof to the Members at the Annual Meeting of all the Members, or at any special meeting when a written request is made for such summary by 25% of the Members.

5.6.2 Supervise all officers, agents and employees of this Association, and ensure that their duties are properly performed.

5.6.3 Procure and maintain adequate liability and hazard insurance on property owned by the Association, and, in its discretion, errors and omissions insurance on behalf of its officers, Trustees, and committee members.

5.6.4 Provide operation, care, upkeep, and maintenance of all of the Common Areas.

5.6.5 Prepare and approve the annual operating budget for the Association which shall include, but not necessarily be limited to the following: Estimated revenue and expenses, and the annual cash reserves available for replacement and major repairs of the Association's facilities, including contributions to the Association Reserve Fund in the manner required by Utah state law.

5.6.6 Notify and make available to Members a summary of the budget for each fiscal year and notice of the Regular Assessment against each Lot, including advance notice as is required by law for the increase of the Regular Assessment.

5.6.7 If necessary, recommend any special assessment to the Membership for their approval pursuant to Section 9.3 of the Declaration.

5.6.8 Comply with applicable State law with respect to periodic audit, review or compilation of the Association's financial records. If the services of a certified public accountant are retained, he or she shall be appointed by the Board and paid by the Association.

5.6.9 Notify and make available to all Members, through electronic or other means, copies of any revisions to the Governing Documents.

5.6.10 Notify and make available to each new Member one copy of the current Governing Documents.

5.6.11 Perform any other duties or functions which are required in the Associations document or by applicable law.

5.7 Meetings and Action without Meetings

A. Meetings: Meetings of the Board will be held at least once per quarter, with notice of the date, time and place being given to the Trustees and to each Member. The date shall be established by agreement, and if none, by the President of the Board. Except for an action taken without a meeting in accordance with Section 16-6a-813, a board may act only at a board meeting.

At least 10 days before a board meeting, the association shall give written notice of the time, place and agenda for each board meeting via email to each Lot owner.

Any notice shall: (i) be delivered to the Lot owner by email, to the email address that the Lot owner provides to the board or the association; (ii) state the time and date of the Board meeting and identify items that will appear on the agenda; (iii) state the location of the board meeting; and (iv) if a board member may participate by means of electronic communication, provide the information necessary to allow the Lot owner to participate by the available means of electronic communication.

Failure of any Member to receive actual notice of a Board meeting does not affect the validity of any action taken at that meeting so long as a quorum is otherwise present.

B. Closed or Executive Sessions. Closed or Executive Sessions are allowed only as permitted by Utah law.

C. Action without Meeting. Action without a meeting may occur only as permitted by UCA 16-6a-813.

5.8 Special Meeting Notice: Special meetings of the Board shall be held whenever called for in writing, by the President or by any other two Board members. The notice of any special Board meeting shall state the time, place, and purpose of the meeting. Notice shall be hand delivered or sent by email to each Trustee not later than 48 hours prior to the scheduled time of the meeting. Notice of special meetings of the Board shall also be given to the Association Members at least 48 hours in advance by email, hand delivery, or by any other reasonable means determined by the President. A written waiver of notice, whether given before or after the meeting to which it relates, shall be the equivalent of giving notice to each Trustee who signs the waiver. Attendance of a Trustee at a special meeting of the Board shall constitute a waiver of notice of such meeting, except when he/she attends the meeting for the express purpose of objecting to the transaction of business or because the meeting is not lawfully called or convened.

An emergency meeting of the Board of Trustees may be called to discuss business or take action that cannot be delayed for the forty-eight hours required for notice. Notice to Members is not required if circumstances require immediate action. At any emergency meeting called by the Board only emergency matters may be acted upon. The minutes of the emergency meeting shall state the reason necessitating the emergency meeting. The minutes of the emergency meeting shall be read and approved at the next regularly scheduled meeting of the Board of Trustees.

5.9 Quorum: A majority (more than 50%) of the total current number of Board members present at any meeting of the Board shall constitute a quorum for the transaction of business at such meeting. Except as otherwise stated in these Bylaws, and except as provided by applicable law, the vote of a majority of the Trustees present at any meeting where a quorum is present shall be an act of the Board. In the absence of a quorum, a majority of the Trustees present at the meeting may adjourn the meeting to another time or place.

5.10 Remote Attendance at Board Meetings: Any Trustee, Member or resident of Lantern Hill may attend a Board meeting remotely by video or audio conference (including but not limited to Zoom) or telephone, so long as all attendees are able to hear all parties speaking at the meeting. A Trustee attending either an open or a closed Board Meeting by this means shall be counted as present for the purpose of establishing a quorum.

5.11 Organization: At each meeting of the Board, the President, or if not present, then a Trustee chosen by a majority of the Trustees present, shall act as the Chair and preside over such meeting. The Secretary, or if not present, any person whom the Chair appoints, shall act as the Secretary, and keep the minutes. The Board shall meet as soon as possible after the Annual Meeting to elect officers.

5.12 Resignations: Any Trustee may resign at any time by giving notice to the Board. Any resignation becomes effective at the time specified in the notice. If the time is not stated in the notice, it shall take effect immediately upon its receipt by the President or the Secretary. Unless otherwise specified in the notice, the acceptance of such resignation is not necessary to make it effective. If a resignation leaves the Board with more than 3 or more members, no new Trustee needs be elected or appointed. If a resignation leaves the Board with less than 3 members, the remaining Trustees may appoint a third trustee who is a resident in Lantern Hill. A Trustee may be deemed to have resigned for failing to attend two consecutive meetings without a requested absence approved by the President.

5.13 Removal of Trustees by Members: The Members, at a meeting of the Members called for the stated purpose of removing a Trustee, and at which a quorum is present, may by majority vote of those voting at such meeting, remove any Trustee from the Board with or without cause.

5.14 Compensation: No Trustee shall receive any compensation for any service they may render to the Association. However, any Trustee may be reimbursed for their actual expenses incurred in the performance of their duties.

5.15 Fidelity Bonds: At the Board's discretion, officers, trustees, and persons engaged by the Board on behalf of the Association, including a community manager who may be involved in the handling of Association funds shall be bonded or insured in a sum to be determined by the Board of Trustees. In the event such bonds are to be obtained, the premiums shall be paid by the Association.

5.16 Non-liability of Officials and Indemnification: The non-liability of officers, trustees and committee members shall be as broad as permitted by Utah law. Without limitation, the officers, Trustees and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, Trustees or committee members may also be Members of the Association). Officers, Trustees and Committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith.

The Association shall indemnify, to the fullest extent permitted by law, including UCA 16-6a-901, et. seq., every officer and Trustee against any and all expenses, including attorneys' fees, reasonably incurred or imposed upon any such person, judgments, fines (including settlement of any suit or proceeding if approved by the then Board of Trustees) in connection with any action, suit or other proceeding to which he/she may be made a party by reason of being or having been an Officer, Committee member, or Trustee, provided that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding in which he had no reasonable cause to believe his conduct was unlawful.

The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he believed to be in or not opposed to the best interests of the Association or with respect to any criminal action or proceeding, or that the person had reasonable cause to believe that his conduct was unlawful. If any determination is required to be made to determine whether indemnification is proper in the circumstances shall be made either by (a) a majority vote of disinterested Trustees, or (b) independent legal counsel in a written opinion, or (c) by the Members by affirmative vote of more than 50% of the total votes cast at a meeting of the Association where a quorum is present.

The Association shall indemnify and forever hold each such Officer, Trustee and Committee member free and harmless against any and all liability to others on account of each such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any of the rights to which any Officer, Trustee or Committee member, or former officer, Trustee or Committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and Officer's and Trustee's Liability insurance, which also includes committee members, to fund this obligation.

This provision shall not be deemed to include travel expenses to attend Association meetings or legal proceedings and shall only include reasonable actual expenses.

Any indemnity payment or advance payment to a Trustee or officer shall require that notice of intent to make such a payment be given to the Members before the payment is made.

ARTICLE VI: OFFICERS

6.1 Selection: At the first Board meeting held after the Annual Meeting each year, the Trustees shall select the officers of the Association, who shall serve during that calendar year and/or until their successors are chosen. The officers of the Association shall be a President and Secretary. The President must be a Trustee. The Secretary need not be a Trustee. Officers are not prohibited from succeeding themselves in office. No officer shall receive compensation for any services that he may render to the Association as an officer, provided however, that officers shall be entitled to be reimbursed for authorized out of pocket expenses incurred on behalf of the Association.

6.2 President: The President must be an Owner of a Lot. The President shall be the Chair of the Board of Trustees and shall preside at and conduct all meetings of the Board and the Members. He/she shall see that orders and resolutions of the Board are carried out, and with the prior approval of the Board of Trustees, shall sign all leases, mortgages, deeds and other written instruments and agreements on behalf of the Association. The President may have prepared, execute, certify and direct the recording of duly authorized amendments to the Declaration on behalf of the Association.

6.3 Secretary Treasurer: The Secretary-Treasurer ("Secretary") or designee, shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; provide 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. The Secretary or a designee shall ensure that all the proceedings of the Membership and of the Board of Trustees are recorded in the books of the Association kept for that purpose. The Secretary is the custodian of all contracts, deeds, documents, and all other indicia of title to properties owned by the Association and of its corporate records. Upon request, the Secretary or a designee shall make the records of the Association available for inspection at reasonable times to any Trustee or Member. All records of the Association shall be kept and maintained at the Association's principal office in accordance with UCA 16-6a-1601.

The Secretary shall also assure that the Association's funds are deposited to the account of the Association in bank accounts and certificate of deposits guaranteed by FDIC insurance, U.S. Treasury bills and bonds, and other obligations of the Federal Government or its agencies, as well as investment grade (rated A or higher by Standard & Poors, Moody's or Fitch rating agencies) U.S. Corporate debt instruments. Investment in "investment grade" U.S. Corporate Debt instruments will only be made using Reserve funds and shall not exceed 40% of the total Reserve fund. The Secretary or his or her designee shall prepare the annual operating and capital budget for the Association, which shall include, but not be limited to, the following: estimated revenue and expenses and the annual cash reserves available for replacement and major repairs of the Association's facilities.

The Secretary will maintain the Association Reserve Account in the manner required by UCA 57-8a-211.

The Secretary or their designee shall issue financial statements when required, and perform such other duties as ordinarily pertain to that office.

6.4 Removal: Any officer may be removed from office by the majority vote of the Trustees at any regular or special meeting called for that purpose, whenever, in the Board's judgment, the best interests of the Association will be served by the removal. The removal of a person as an officer does not constitute the removal of that person from the Board of Trustees, unless he/she is removed from the Board by the Members or Trustees, as set forth herein.

6.5 Vacancies: If any office becomes vacant by removal, death, resignation, retirement, disqualification, or any other cause, the majority of the Trustees may elect an officer from the Trustees to fill that vacancy, and such officer shall hold office until the election of his/her successor.

6.6 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 and have such authority, and perform such duties as the Board may, from time-to-time, determine.

ARTICLE VII: COMMITTEES

7.1 Establishment of Committees: The Board may establish Standing and Ad Hoc Committees at any time to assist in carrying out the duties and fulfilling the purpose of the Association. The term of any committee shall expire on the last day of each calendar year unless its extension is authorized by the Board.

7.2 Committee Officers and Operations: The Board will appoint a Chair for each Committee. Committee members shall each be appointed by the Board and may include non-Owners of the Association. Each committee shall determine its own course of operation, keep a record of its proceedings, and report regularly to the Board.

7.3 Committee Meetings: Committee meetings shall be open to Members and notice of such meetings shall be given to Members requesting the same.

7.4 Committee Powers: Committees shall have the power and duties delegated to them by the Board. Powers shall be limited to making recommendations to the Board, unless otherwise specifically authorized by the Board.

7.5 Quorum: At any meeting of a duly authorized Committee, a majority of the total number of Committee members constitutes a quorum.

ARTICLE VIII: FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

ARTICLE IX: RULES AND REGULATIONS

The Board of Trustees may from time to time adopt amend, repeal, and enforce reasonable rules and regulations governing the operation of the Association and its Members; provided, however, that such rules and regulations shall not be inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration, these Bylaws, or by Utah law. The Members shall be provided with copies of all rules and regulations adopted by the Board along with all amendments and revisions thereof.

ARTICLE X: GOVERNING DOCUMENTS, BOOKS AND RECORDS

10.1 Inspection: Documents and records of the Association shall be made reasonably available for examination by any Member or person designated by the Member in writing as the Member's representative if and as required by Utah Revised Statutes. The Association will not charge a Member or any person so designated by the Member for making the material available for review. On request for purchase of copies of records by any Member or any person so designated as the Member's representative, the Association may charge a fee not greater than the actual cost in obtaining the copies, or that allowed by Utah law.

ARTICLE XI: PROCEDURE FOR AMENDMENT

11.1 Amendment: Except as otherwise provided by law, the Articles of Incorporation or the Declaration, these Bylaws by be amended, modified, or repealed and new bylaws may be made and adopted by the Members upon the affirmative vote of more than fifty percent (50%) of the total votes of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (a) the amended, modified, repealed or new bylaw, (b) the number of votes cast in favor of such action, and (c) the total votes of the Association shall have been executed and verified by the current president of the Association and mailed to each member of the Association. These Bylaws may also be amended in accordance with and as permitted in UCA 16-6a-1010. Without limitation, they may also be amended at a regular or special meeting of the Board of Trustees. Notice must be given both of the meeting at which the subject of amendment will be discussed and of the amendment. If so amended, such Bylaws are subject to amendment or repeal by the vote of not less than fifty (50%) percent of the Members who are voting at a meeting or by electronic and/or ballot as permitted under Utah law, where the quorum requirements are met. Such vote shall be initiated by a petition, signed by at least 10% of the Members, requesting amendment or repeal of an amendment to these Bylaws adopted by the Board. The Board shall then call a meeting or initiate a ballot within 30 days of its receipt of the petition.

ARTICLE XII: GENERAL PROVISIONS

12.1 Conflicting Provisions: In case of any conflict between the Articles and the Bylaws, the Articles shall control. In the case of any conflict between the Declaration and the Bylaws, the Declaration shall control.

12.2 Notice: Except as otherwise permitted herein, all notices, demands, statements or other communication required to be given or served under the Bylaws shall be in writing and shall be deemed to have been duly given and served if delivered personally to the Member, sent by U.S. Mail, first class postage prepaid, or unless prohibited by law, by email.

Notice to a Member shall be to the address designated by the Member in writing and filed with the Association. If no address is designated, the Member's property address within Lantern Hill shall be used. Notice to the Association, the Board or to any manager employed by the Association with respect to management of Common Areas or any other Association matter shall be in writing to the principal office of the Association or at such other address as shall be designated in writing to the Members, with copies mailed or delivered personally to the Association at its current principal office.

A notice given by mail, whether regular, certified, or registered, shall be deemed to have been received by the person to whom the notice is addressed on the date the notice is actually received or five days after the notice is mailed, whichever is earlier. If a Lot is owned by more than one individual or entity, notice to one of the members shall constitute notice to all the members of the Lot.


Notice given electronically will be considered complete upon emailing the notice to the Member at the address provided by the Member to the Association.

12.3 Change in Utah Law: These Bylaws and the Governing Documents shall be deemed to be amended so as to comply with any change in Utah law that directly affects any provision therein.

Certificate

The below signed President hereby certifies that these Bylaws were adopted and all prior Bylaws were repealed in their entirety, that this action was approved by the votes of 80% Members of the Association, and that there were at the time 20 total votes within the association, and that copy of these Bylaws was provided to each member of the Association.

Dated: 11/14/2024

By: 

President