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**DOC # 20180050004**

Restrictive Page 1 of 36  
Russell Shirts Washington County Recorder  
12/19/2018 01:52:59 PM Fee \$ 80.00  
By VANGUARD MAIN



Note to Recorder:  
Record against the real property  
located in Washington County,  
Utah described in Exhibit A.

Recorded at the request of:  
Western States Ventures LLC and  
Shooting Star, LLC

After recording mail to:  
Shooting Star, LLC  
Attn: James Sullivan  
1363 E. 170 S. Ste. 301  
St. George, Ut. 84790

**DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS, FOR  
SHOOTING STAR SUBDIVISION**

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SHOOTING STAR SUBDIVISION**

This Declaration of Covenants, Conditions & Restrictions, hereinafter called "Declaration," is made and executed in Washington City, Washington County, State of Utah, this 14 day of November, 2018, by Western States Ventures LLC (hereinafter referred to as "Declarant").

**RECITALS:**

A. Declarant is the record owner of that certain parcel of real property (the "Property") described in Exhibit "A" of this Declaration.

B. Declarant will convey the Property subject to certain protective covenants, conditions, restrictions and reservations as provided hereafter.

C. Declarant has established or will establish Shooting Star Washington HOA, Inc. (the "Association") and the Association will be vested with, among other powers, the powers of owning, maintaining, and administering the Common Area, administering and enforcing the covenants and restrictions pertaining to the Property, promulgating rules and Regulations through its Board and Architectural Control Committee, and collection and disbursing the assessments and charges hereinafter created.

NOW, THEREFORE, Declarant hereby declares that the Declaration of Covenants, Conditions & Restrictions for the Property shall provide as follows:

**DECLARATION**

Declarant declares that all the property described below, and all expandable property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, conditions, and reservations to the Official Plat Map of Shooting Star Phase 1, consisting of Fifty-Nine (59) Lots, recorded concurrently. This is for the purpose of protecting the value and desirability of said property, and the management and maintenance of any and all Common Areas. This Declaration and the Official Plat Map shall be construed as covenants of equitable servitude which shall run with the land and shall be binding to all parties having any right, title, or interest in the described property, or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

The properties are located in the City of Washington, Washington County, Utah, and are described on Exhibit A attached hereto. (See Plats for legal description).

The Development (or project) is not a cooperative.

## ARTICLE I. DEFINITIONS

When used in this Declaration (including in that portion hereof under "RECITALS") the following terms shall have the meaning indicated.

1. Declaration shall mean and refer to this instrument as the same may hereafter be modified, amended, supplemented, or expanded in accordance with the provisions hereof concerning amendments or supplements to this Declaration which are to occur in conjunction with the expansion of the Development.

2. Plat or Plats shall mean and refer to the plat(s) of "Shooting Star," (which Plats may be designated by phase) executed and acknowledged by Declarant, prepared and certified by Robert S. Hermandson, a registered Utah Land Surveyor (or any other registered Utah Land Surveyor who may prepare and certify the Plat), and recorded in the office of the County Recorder of Washington County, Utah, concurrently herewith (or in connection with any expansion).

3. Property shall mean and refer to all the real property which is covered by the Plat, a description of which is stated in Exhibit "A" of this Declaration, and includes any Additional Property.

4. Lot shall mean and refer to any of the separately numbered and individually described plots of land within the Property.

5. Living Unit shall mean and refer to a structure which is designed and intended for use and occupancy as a single family residence, together with all improvements located on the Lot concerned which are used in conjunction with such residence.

6. Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Washington County, Utah) of a fee or an undivided fee interest in a Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a Mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

7. Mortgagee shall mean any person named as a first mortgagee or beneficiary under or holder of a first deed of trust.

8. Development shall mean and refer to Shooting Star subdivision created by this Declaration as it exists at any given time.

9. Declarant shall mean and refer to Western States Ventures LLC, its successors and assigns, or with any successor or assign to all or substantially all of its interest in the development of the Property.

10. Common Area means that portion of Property owned by the Association, shown on the Plat as dedicated to the common use and enjoyment of the Owners and all improvements constructed thereon.

11. Common Expenses shall mean those expenses for which the Association is responsible under this Declaration, including the actual and estimated costs of maintenance, management, operation, repair, replacement and improvement of the Common Area; costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all utilities, certain landscaping and improvements on the Common Areas, or portions thereof; and the costs of any other items incurred by the Association for any reason whatsoever, in connection with the Property, for the benefit of all of the Owners.

12. Supplementary Declaration shall mean and refer to any supplementary declaration of covenants, conditions, and restrictions, or similar instrument, which extends the provisions of the Declaration to all or any portion of future phases and contains such complementary or amended provisions for such additional land as are herein required by the Declaration.

13. Bylaws shall mean the Bylaws of the Association. The purpose of the Bylaws is to govern the Association's internal affairs, such as (for purposes of example but not limitation) voting, elections, and meetings. A true and complete copy of the Bylaws in effect as of the date hereof are attached hereto as Exhibit B.

14. Additional Property shall mean and refer to any real property which is adjacent or contiguous to, or otherwise within the vicinity of the Property, whether or not so described herein or on the Subdivision Plat. When Additional Property is annexed to this Declaration, it shall become part of the Property.

## ARTICLE II. ARCHITECTURAL CONTROL AND BUILDING RESTRICTIONS

Section 1. Architectural Control Committee. The Declarant shall appoint a three (3) member committee (hereinafter sometimes referred to as "ACC") the function of which shall be to insure that all exteriors of Living Units and landscaping within the Property harmonize with existing surroundings and structures. The Committee need not be composed of Owners. If such committee is not appointed, James Sullivan shall perform the duties required of the Committee. The Declarant shall have the right to appoint members of the ACC until the happening of either of the following events, whichever occurs earlier: (1) when one hundred percent (100%) of the Lots owned in the project by the Declarant are sold, or (2) the written voluntary surrender of said right by Declarant; thereafter, a majority of the Owners of Lots, parts or portions of the Property subject to this Declaration shall elect and appoint members of the ACC, which committee shall thereafter be vested with the powers described herein and shall have jurisdiction over all of the properties subject to this Declaration.

(a) Submission to Committee. No Living Unit shall be constructed unless complete plans and specifications therefore have first been submitted to and approved by the ACC.

(b) *Meetings of Committee.* The ACC shall meet from time to time as may be necessary to perform its duties hereunder. Any action taken by the ACC shall require the written approval of a majority of its members.

(c) *Standard.* In deciding whether to approve or disapprove plans and specifications submitted to it, the committee shall use its best judgment to insure all improvements, construction, and landscaping on Lots within the Property conform to and harmonize with existing surroundings and structures. The ACC may formulate general guidelines and procedures. The adopted guidelines and procedures may be incorporated in the book of rules and regulations adopted by the ACC shall act in accordance with such guidelines and procedures.

(d) *Approval Procedure.* Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within thirty (30) days after submission. In the event the Committee fails to take any action within such period, it shall be deemed to have approved the material submitted.

(e) *Disclaimer of Liability.* Neither the ACC, nor any member thereof acting in good faith, shall be liable to the Owner for any damage, loss, or prejudice suffered or claimed on account of:

- (1) The approval or rejection of, or the failure to approve or reject, any plans, drawings or specifications;
- (2) The development or manner of development of any of the Property; or
- (3) Any engineering or other defect in approved plans and specifications.

(f) *Non-Waiver.* The approval of the ACC of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the ACC to disapprove any similar plans and specifications subsequently submitted.

(g) *Exception for Declarant.* The provisions of this Article II shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant or Declarant's assignee of this right on any Lot or Common Area.

## Section 2. Building Restrictions.

(a) *Building Type:* All Lots shall be used only for single family residential purposes, and no professional or commercial use shall be made of the same (except that valid home occupations approved by or in compliance with zoning laws of the City of Washington may be allowed), or any portion thereof, nor shall any resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any other Owner or resident. The building or structure permitted to be erected, placed or permitted to be located on any Lot within the project shall be a detached single-

family dwelling. A minimum at least one two car garage is required. All structures shall be constructed in accordance with the zoning and building ordinances of the City of Washington. "Family" is defined to mean persons related by blood or marriage, by legal adoption, or by operation of law.

(b) Building Location: Setback requirements set forth in the Washington City Zoning Ordinance shall be controlling. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of building for the purpose of determining such distances, provided, however, that this shall not be construed to permit any portion of a building, including such eaves and steps of open porches, to encroach upon another Lot.

(c) Driveways. Driveways shall be constructed out of concrete or other approved hard materials approved by the ACC. Driveways consisting of cinders, sand, gravel, asphalt, or dirt shall not be permitted on any Lot. There shall be sufficient driveway parking of not less than two (2) vehicles per Lot.

(d) Easements. Easements for installation and maintenance of utilities, drainage facilities and ingress and egress are reserved as shown upon the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements or which may impede ingress and egress. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

(e) Yard Walls and Fences. Yard walls and/or fences shall be of brick, block, stucco, stone, or ornamental iron, shall substantially conform in style and construction, shall be of a color which blends with the exterior of the structure on the Lot, and shall be approved by the ACC. No chain link, wire, or wood fences will be permitted. The ACC will consider approval of aesthetically compatible fences and privacy walls which are not more than six (6) feet in height, are located on the side lot line of a Lot or on the perimeter on a patio or open porch, provided that front yard courtyard configurations may be allowed by the ACC. Walls or fences are intended to enhance the privacy of the residents of such Lot and should not unreasonably interfere with the view from any neighboring Lot. General rules of law and written agreements shall apply to yard walls and fences in relation to maintenance, repair, and liability for negligent acts and omissions.

(f) Satellite Dishes: Satellite dishes for which Federal or State law gives protection shall be allowed.

(g) Temporary and Other Structures: No structure of a temporary nature; trailer, bus, house, tent, shack, garage, or other outbuilding shall be used at any time as a residence either temporarily or permanently. No old or second-hand structures shall be moved onto any of said Lots, it being the intention hereof that all dwellings and other buildings to be erected on said Lots, or within the Project shall be new construction of good quality workmanship and materials.

(h) Landscaping. Within three (3) months after the completion of the construction of any Living Unit upon the Property, the Owner must have substantially completed the front yard landscaping.

(i) Architectural Controls: No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and plans showing the location of the structure have been approved by the ACC as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

(j) Minimum Square Footage; Building Height: The minimum total square footage of living area on the first level above ground and located within the area of a foundation for any residential dwelling constructed on any Lot within the project, exclusive of porches, balconies, patios, decks and garages for all phases, shall be not less than 1,400 square feet for single story Living Units and 1,100 square feet on the main floor minimum, with a minimum total square feet of 2,000 square feet for multi-story Living Units. The Living Units may consist of more than one story. Building height shall not exceed 35 feet and shall be measured from the elevation of the Lot to the highest point of the roof line of a Living Unit.

(k) Commercial Vehicles: No commercial trucks or vehicles over 6 wheels or 2 tons shall be parked on any Lot.

(l) Construction Materials: In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are applicable to the Property:

(1) Home style, design, alterations, and additions shall be approved by the ACC.

(2) Exterior construction materials shall consist of quality material similar to stucco, brick, stone, engineered stone; other materials may be approved for use by the ACC, and shall be in colors and of materials indigenous to the area. All Living Units must be constructed of new materials.

(3) Roofing materials will be limited to tile, stone, or slate, with metal accent allowed. No asphalt shingles, built up roofs, or wood shakes will be allowed. No mansard roofs will be allowed. Dome structures of any type will not be allowed.

(m) Lateral and Subjacent Support and Drainage: An Owner's activities which affect the lateral or subjacent support, or both, of adjacent Owners shall be responsible or damages proximately caused by such activities. Owners shall be responsible for all damage proximately cause by such activities. Owners shall be responsible for all damage proximately caused by drainage from their Lot(s) to adjacent Owners. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may obstruct, retard or change

the direction of flow through drainage channels.

(n) Roof Mounted Heat Pumps and Air Conditioning Units: Heat pumps and/or air conditioning units shall not be allowed to be mounted on roofs.

(o) Mobile, Modular, and Pre-Fab Living Units: No mobile, modular or pre-fab Living Unit shall be placed on any Lot, part or portion of the Property.

(p) Time of Constructions: Once begun, any improvements, construction, landscaping, or alterations approved by the ACC shall be diligently pursued to completion.

Section 3. Damages. Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks, by the Owner or their guests, assigned, agents or independent contractors of any particular Lot must be repaired as soon as possible after such damage is discovered, and expense of such repair shall be borne by the Owner.

### ARTICLE III. USE RESTRICTIONS

Section 1. Residential Use. No Owner shall occupy or use his Living Unit, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner and the Owner's family or the Owner's lessees or guests. No commercial activities of any kind whatsoever shall be conducted in any residence or on any portion of the Lot, provided that valid home occupations approved by or in compliance with zoning laws of the City of Washington may be allowed.

Section 2. Fee Conveyed. Each Lot shall be conveyed as a separately designated and legally described freehold estate, the Owner taking title in fee simple, subject to the terms, conditions, and provisions hereof.

Section 3. Uses Permitted by Declarant During Construction. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant on the building of said Living Units to maintain during the period of construction and sale of said Living Units, upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of said Living Units, including, but without limitation, a business office, storage area, construction yard, signs, model homes and sales office.

Section 4. Oil and Mining Operations. No drilling, quarrying or mining operations of any kind shall be permitted upon or in any Lot.

Section 5. Leases. Any lease agreement between an Owner and a lessee shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and that any failure by lessee to comply with the terms of such documents and rules shall be a default under the lease. Furthermore, all leases shall be in writing and a copy provided to Association management.



Section 6. Nuisances. No noxious or offensive activities shall be carried on or upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the Project.

Section 7. Violation Constitutes a Nuisance. Any act or omission, whereby any restriction, condition, or covenant as set forth in this Declaration, if violated in whole or in part is declared to be and shall constitute a nuisance, and may be abated by the Declarant or affected Owners and such remedy shall be deemed to be cumulative and not exclusive.

Section 8. Signs. No billboard or sign of any character shall be erected, posted, painted or displayed upon or about any Lot, except an Owner can place a "for sale" or "for rent" sign not larger than two (2) feet by three (3) feet on his Lot. This section shall not apply to Declarant so long as Declarant owns one or more Lots in the Project.

Section 9. Water Supply. No individual water supply system shall be used or permitted on any Lot or group of Lots unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the City of Washington and the ACC.

#### ARTICLE IV. AMENDMENT

Section 1. Declarant's Right to Amend. Until all portions of "Shooting Star" land are developed and sold, or until the right to enlarge the project through the addition of tracts or subdivisions terminates, whichever event last occurs, Declarant shall have, and is hereby vested with the right to unilaterally amend this Declaration and/or the Plat as may be reasonably necessary or desirable:

- (i) to adjust the boundaries of the Lots;
- (ii) to more accurately express the intent of any provisions of this Declaration in the light of the existing circumstances or information;
- (iii) to better insure, in light of the existing circumstances or information, workability of the arrangement which is contemplated by the Restrictive Covenants;
- (iv) to facilitate the practical, technical, administrative or functional integration of any additional tract or subdivision into the Project in subsequent phases or on certain Lots in subsequent phases; or
- (v) to conform to the underwriting guidelines of major secondary market investors in order to facilitate the availability of financing.

Section 2. Lot Owners Right to Amend. Subject to Section 1, this Declaration may be amended during the first twenty (20) year period by any instrument signed by not less than sixty percent (60%) of the Owners (including Lots owned by Declarant, if any), and thereafter, by an instrument signed by not less than fifty percent (50%) of the Lot Owners (including Lots owned by Declarant, if any), which amendment shall be effective upon recordation in the Office of the Recorder of Washington County, State of Utah.

## ARTICLE V. VOTING RIGHTS

Section 1. *Vote Distribution.* The Association shall have the following two classes of voting membership:

- (a) *Class A.* Class A Members all be all the Owners. Class A Members shall be entitled to one vote for each Lot which the interest required for Membership, in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.
- (b) *Class B.* The Class B Member is the Declarant. The Class B member is entitled to five (5) votes for each Lot owned. The Class B membership will cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier (the "Turnover Date"):
  - (i) Upon conveyance of one hundred percent (100%) of the Lots subject to this Declaration to purchasers; or
  - (ii) The voluntary surrender of Class B voting rights evidenced in writing by Declarant.

## ARTICLE VI. COVENANT FOR ASSESSMENTS

Section 1. *Creation of Assessment Obligation.* Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) Annual Assessments for Common Expenses, (2) Special Assessments. All such assessments, together with interest, costs and reasonable attorneys' fees for collection thereof, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, if applicable, shall also be and remain the personal obligation of the Person who was the Owner of such Property at the time when the assessment fell due. This personal obligation cannot be avoided by abandonment of a Lot or by an offer to waive use of the Common Area.

Section 2. *Purpose of Annual and Special Assessments.* The Annual and Special Assessments levied by the Association shall be used exclusively to promote the common health, safety, benefit and welfare of the Owners and for the improvement and maintenance of the Common Area, including but not limited to the maintenance of the drainage channel to be installed along the south east boundary of the subdivision as per the requirements of the approved construction drawings (the "Drainage Channel"), establishing and funding a reserve to cover major repair or replacement of improvements within the Common Area and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or its Articles of Incorporation or Bylaws.

Section 3. *Annual Assessments.* Annual Assessments shall be used to satisfy Common Expenses of the Association. The initial Annual Assessment shall be determined by the Board and shall be an amount sufficient to cover the Common Expenses of the Association in the

Boards reasonable discretion, payable in twelve equal monthly installment payments, or as otherwise determined by the Board. The Annual Assessment shall be based upon the Budget prepared by the Board. The Common Expenses of the Association, and therefore the Annual Assessment, may increase because of, among other reasons, Common Facilities constructed in the sole discretion of Declarant. Nothing herein shall obligate Declarant to construct any Common Facilities.

Section 4. *Special Assessments.* In addition to the Annual Assessment, a Special Assessment can be assessed to pay the costs of any one or more of the following: (a) Approved by Board. Special Assessments for the following extraordinary expenses can be levied by the Board without Member approval: (i) An extraordinary expense required by an order of a court; and (ii) An extraordinary expense necessary to repair or maintain the Common Area or any portion thereof for which the Association is responsible where a threat to personal safety on the Common Area is discovered. Prior to the imposition or collection of a Special Assessment pursuant to this subsection, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was necessary and was not or could not have been reasonably foreseen in the budgeting process. The resolution shall be distributed to the Members with the Notice of Assessment.

Section 5. *Uniform Rate of Assessment.* Annual Assessments and Special Assessments imposed pursuant to sections 3 and 4, of this Declaration shall be assessed equally and uniformly against all Owners and their Lots, except as otherwise provided in this Declaration including section 10 below.

Section 6. *Date of Commencement of Annual Assessments.* The Board shall authorize and levy the amount of the Annual Assessment upon each Lot, as provided herein, by a majority vote of the Board. Annual Assessments shall commence on all Lots on the first day of the first calendar month following the first Close of Escrow for the sale of a Lot in the Property. The first Annual Assessment shall be adjusted according to the number of months remaining in the Fiscal Year as set forth in the Bylaws.

Section 7. *Notice of Members Meetings; Quorum Requirements.* Before any Special Assessment is levied, the Board shall deliver a Notice of Members Meeting. The quorum required for any action authorized by Section 4 shall be as follows: at the first meeting called the presence of Members or of proxies entitled to cast fifty percent (50%) of all outstanding votes shall constitute a quorum. If a quorum is not present at any meeting another meeting may be called by the Board issuing a Notice of Members Meeting at which a quorum shall be one-half of the quorum which was required at such preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following such preceding meeting at which a quorum was not present.

Section 8. *Preparation of Budget.* The Board shall prepare a Budget to be presented to the Members at the annual meeting of the Members held as provided in the Bylaws.

Section 9. *Reserve Fund.* The Board shall, on behalf of the Association, cause to be funded through Annual Assessments or other periodic assessments an adequate reserve to cover

the cost of reasonably predictable and necessary major repairs and replacement to the Common Areas.

Section 10. Exempt Property. The following property subject to this Declaration is exempt from the assessments created herein: (a) all property dedicated to and accepted by the City of Washington or any other public authority; (b) all Common Area; (c) all Lots or other real property owned by Declarant; and (d) any other property declared exempt from assessments as set forth in this Declaration or within any Plat.

Section 11. Deficits. Prior to the Turnover Date, Declarant may but is not obligated to fund any budget deficit of the Association, including, without limitation, funding any initial capital or operational reserve fund. In the event Declarant funds any budget deficit, it shall not establish any obligation by Declarant to continue to fund any future deficits.

## **ARTICLE VII. NONPAYMENT OF ASSESSMENTS; REMEDIES**

Section 1. Nonpayment of Assessments; Remedies. Pursuant to Utah Code §§ 57-8a-101, *et seq.*, any assessment installment payment not paid when due shall, together with the hereinafter provided for interest and costs of collection, be, constitute, and remain a continuing lien on the Lot provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any Mortgage on the Lot recorded prior to the date any such installment payment on assessments become due. If any installment payment on the assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum plus a late payment service charge of Ten Dollars (\$10.00) if the assessment is not paid within ten (10) days of when it is due, or such larger amount as set by the Board, provided the charge does not exceed twenty-five percent (25%) of the amount of the installment payment, and the Association may, in its discretion, bring an action either against the Owner or to foreclose the lien against the Lot. Any judgment obtained by the Association and any foreclosure commenced shall include reasonable attorney fees, court costs, and each and every other expense incurred by the Association in enforcing its rights. If a monthly installment payment is not timely made, the Board may declare the entire Annual Assessment in default and accelerate the Annual Assessment and declare the entire amount of the Annual Assessment immediately due and owing. Payments are due on the first day of each month.

Section 2. Lien. The Board may elect to file a claim of lien against the Lot of the delinquent Owner by Recording a notice ("Notice of Lien") setting forth (a) the amount of the claim or delinquency, (b) the interest and costs of collections which have accrued thereon, (c) the legal description of the Lot against which the lien is claimed, and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board to cover the cost of preparing and recording the release of lien. Unless paid or

otherwise satisfied, the lien may be foreclosed in a like manner as a mortgage or any other manner provided by law, including without limitation, a deed of trust as set forth in this Declaration.

Section 3. Trust Deed for Assessments. By acceptance of a deed for a Lot, each Owner as Trustor conveys and warrants to Trustee in trust for the Association as Beneficiary, with power of sale, the Owner's Lot and all improvements thereon for the purpose of securing payment of all assessments (including basis of collection) provided for in this Declaration. For purposes of this Section and Utah Code Ann. §§ 57-1-19, *et seq.*, as amended from time to time. The Trustee shall mean the attorney for the Association and the Association may provide notice and disclosure of the Trustee by recording an "Appointment of Trustee" on the records of the Washington County Recorder. Each Owner hereby also grants to the Association and Trustee all powers and rights of non-judicial trust deed foreclosure provided for in Utah Code Ann. §§ 57-1-19, *et seq.*

Section 4. Perfection of Lien and Priority. Upon the recording of Notice of Lien by the Manager or Board, such lien constitutes a lien on the Lot Owner's interest in the Property prior to all other liens and encumbrances recorded or unrecorded, except:

- (a) tax and special assessment liens on the Lot in favor of any assessing Lot or special improvement district; and
- (b) encumbrances on the interest of the Lot Owner:
  - (i) recorded prior to the date of the recording of Notice of Lien; and
  - (ii) that by law would be a lien prior to subsequently recorded encumbrances.

The Manager or Board may enforce the assessment lien by sale or foreclosure of the Owner's interest. The Manager or Board may bid at a sale or foreclosure and hold, lease, mortgage, or convey the Lot that is subject to the assessment lien.

Section 5. Mortgage Protection. Notwithstanding all other provisions hereof, no lien created under this Article VII, nor any breach of this Declaration, nor the enforcement of any provision hereof shall defeat or render invalid the rights of the Beneficiary under any Recorded first Deed of Trust (meaning any deed of trust with first priority over other deeds of trust) upon a Lot made in good faith and for value; provided that after such Beneficiary or some other Person obtains title to such Lot by judicial foreclosure or by means of the powers set forth in such Deed of Trust or through a deed in lieu of foreclosure, such Lot shall remain subject to the Declaration and the payment of all installments of Assessments accruing subsequent to the date such Beneficiary or other Person obtains title.

Section 6. Rent After Foreclosure. In the event the Association takes title to a Living Unit through foreclosure, the Board may elect to allow the occupant to remain in the Living Unit

and the occupant shall be required to pay a reasonable rental to the Association for the Living Unit.

## **ARTICLE VIII. MAINTENANCE AND REPAIR OBLIGATIONS**

Section 1. *Maintenance Obligations of Association.* The Association, by its duly delegated representative shall provide for such maintenance and operation of the Common Areas as may be necessary or desirable to make them appropriately usable in conjunction with the Lots and to keep them clean, functional, attractive and generally in good condition and repair. The Association shall maintain, repair and restore those improvements located upon the Common Areas. No improvement, excavation or work which in any way alters the Common Area shall be made or done by any person other than the Association or its authorized agents or appointees (including a "Manager") after the completion of the construction or installation of the improvements thereon by Declarant. The Association shall provide for the maintenance, planting, as applicable, repair, and replacement of the Common Area, and all improvements thereon in a safe, sanitary and attractive condition, and in good order and repair, and shall likewise provide for the commonly metered utilities serving the Common Area, if any. The Association shall ensure that the landscaping on the Common Area is maintained free of weeds and debris. All of the foregoing obligations of the Association shall be discharged when and, in such manner, as the Board shall determine in its judgment to be appropriate.

Section 2. *Drainage Channel.* The Drainage Channel shall be inspected on a quarterly basis by the Association or its appointee (sometimes referred to herein as a "Manager") and the Association shall maintain a record of such inspections. When necessary the Association will remove, or have removed, any debris, silts, or other matter that may impede the proper function of the Drainage Channel. On an annual basis the Association shall provide documentation of the required quarterly inspections and verification of the completion of any required maintenance to the City of Washington.

## **ARTICLE IX. SPECIAL DEVELOPMENT RIGHTS**

Section 1. *Intent and Purpose of Special Development Rights.* In addition to any other rights granted or reserved to the Declarant in this Declaration and the other governing documents, and notwithstanding any covenants, conditions, restrictions, or other provisions of limitation within this Declaration, the Declarant, as the developer of the Property, is granted special development rights. These combinations of rights maximize the flexibility of the Declarant to adjust the size and mix of the Property to the demands of the marketplace, both before and after creation of the Development.

Section 2. *Expansion of the Property.* The Declarant shall have the right to expand the Property by unilaterally subjecting any Additional Property, in whole, in part, or in phases, to this Declaration at any time prior to the Turnover Date.

(a) *Expansion Procedure.* The Declarant shall indicate its intent to have such Additional Property bound by this Declaration on the Plat of such Additional Property and shall record a declaration of annexation or supplemental declaration including and subjecting such

Additional Property to this Declaration. Thereafter, such Additional Property shall be considered as part of the Property in all respects, and lots therein shall constitute Lots under this Declaration.

(b) Use of Expansion Property. Any Additional Property annexed hereto by the Declarant shall be used in accordance with the provisions of this Declaration. The Declarant shall have the sole discretion as to development of the Common Area in any Additional Property and may include any facilities or amenities thereon that Declarant deems necessary and such Common Areas shall be owned by the Association in the same manner as Common Area in the initial Property.

Section 3. Withdrawal of Property. So long as it has the right to expand the Property, Declarant shall have the right to remove any portion of the Property which has not yet been improved with structures from the coverage of this Declaration. The procedure for such withdrawal shall follow the procedure for expansion as provided in this Article.

Section 4. No Obligation to Expand or Develop. Declarant has no obligation to annex any additional land to the Property or to develop or preserve any portion of additional land in any particular way or according to any particular time schedule.

Section 5. Municipal Zoning and Subdivision Approvals. The Declarant, at any time prior to the Turnover Date, shall have the unilateral right to further subdivide the Property and to apply for any zoning or subdivision approvals or permits from the City of Washington or any other applicable governmental authority with respect to the Property or any adjacent property owned by Declarant, whether or not such adjacent property is annexed into the Development. This right includes but is not limited to applying for and obtaining zoning permits, subdivision approvals, plat approvals, or approvals to amend any Plat. Further, to the extent the approval and consent of any Owner is required under State or local law to apply for or obtain any such approval, each Owner hereby waives his or her right to object to any such approval sought by Declarant and shall sign the application or other documents required for such action except for any such approval that would (a) affect title to the Owner's Lot or (b) alter the boundaries of an Owner's Lot.

Section 6. Declarant Business, Marketing, and Sales. Notwithstanding any provisions to the contrary contained in this Declaration or any other governing documents, it shall be expressly permissible for Declarant, or its written designee, to maintain such facilities and conduct such activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction of buildings and sale of Lots at any time prior to the Turnover Date, and upon such portion of the Property including Lots or Common Area, if any, as Declarant deems necessary, including but not limited to, a business office, storage areas, construction yard, signs, model units and sales offices. As part of the overall program of development of Shooting Star subdivision and to encourage the marketing thereof, the Declarant shall have the right of use of any Lots or any Common Area and facilities thereon, including any Common Area, without charge during the sales and construction period to aid in its marketing activities.

Section 7. Declarant's Reasonable Rights to Develop. No rule or action by the Association shall unreasonably impede Declarant's right to develop the Property. This

Declaration shall be liberally construed to advance Declarant's rights and interest in developing the Property.

Section 8. *Additional Development Rights.* The Declarant shall have the unilateral right to: (a) dedicate any access roads and streets serving the Property for and to public use, to grant road easements with respect thereto and to allow such street or road to be used by owners of adjacent land; (b) enter into any cost sharing covenants with any third parties; and (c) create or designate additional Common Area within the Property.

## ARTICLE X. GENERAL PROVISIONS

Section 1. *Assignment of Declarant Rights.* Any and all rights and powers of the Declarant herein contained may be delegated, transferred, or assigned. In the event of any such transfer of Declarant rights, the Declarant shall have assigned all of its rights herein and shall be relieved from and after the date of such transfer of all liability and obligations hereunder, and the successor Declarant(s) shall have all the rights and obligations of Declarant contained herein.

Section 2. *Severability, Construction and Validity of Restrictions.* All of said conditions, covenants and restrictions contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants or restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarant and Owners, their successors, heirs and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared in valid or inoperative or for any reason become unenforceable.

Section 3. *Duration.* The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, or the Owner of any Lot subject to this Declaration, their respective legal representative, heirs, successors, and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each.

Section 4. *Gender and Grammar.* The singular wherever used in this Declaration shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 5. *Attorney Review.* An Owner, by acceptance of a deed or other instrument of conveyance, acknowledges that he has had this Declaration reviewed by independent legal counsel or that he has foregone the opportunity for such legal review and, notwithstanding, whether the Owner has had this document reviewed by legal counsel, that he understands and accepts all the terms contained herein.

Section 6. *Rules and Regulations; Declarant's Exemption.* The Board shall have the authority to promulgate and adopt Rules and Regulations as the Board deems necessary or



desirable (i) to aid it in administering the affairs of the Association, (ii) to insure the Property is maintained and used in a manner consistent with the interests of the Owners, (iii) to regulate the use of the Common Areas, and (iv) to establish penalties and fines for the infractions of any Rules and Regulations, this Declaration, or the Bylaws. The adoption, amendment, or repeal of any rules any rules shall be performed in compliance with the provisions and requirements of the Community Association Act, Utah Code § 57-8a-217. The Declarant hereby reserves for itself, from the date hereof until the Turnover Date, an exemption from the Association rules and the rulemaking procedure set forth in the Community Association Act Utah Code § 57-8a-101, et. seq. Consistent with that exemption, the Declarant reserves for itself, from the date hereof until the Turnover Date, the right to adopt, amend, and repeal rules and regulations regarding the foregoing matters or any other matter the Declarant otherwise deems necessary and appropriate in the exercise of its special development rights. Upon adoption, the Declarant will mail or otherwise deliver such rules to the Lot Owners. Unless otherwise required by law, these rules may, but need not be, recorded. Upon such mailing or other delivery, said rules and regulations shall have the same force and effect as if they were set forth in and were a part of this Declaration. In addition to or in lieu of providing notice by mail, the Declarant may (either directly or through the Board) provide notice by electronic means such as electronic mail (e-mail) to Lot Owners and may require that Lot Owners, in addition to keeping the Board informed as to their current mailing address, maintain a current e-mail address with the Board for such purpose.

Section 7. Notice. Any notices, demands, requests, consents or other communications required or permitted to be sent to any Owner under the provisions of this Declaration or otherwise shall be deemed to be properly sent when mailed, postpaid to the last known address of the person or entity who appears as an Owner on the records of the Association at the time of such mailing.

The Association may also provide notice by electronic means, including text message, email, or through Association's website (if one exists) unless an Owner, by written demand, requires the Association to provide notice to the Member by mail.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this document on the day and year first above written.

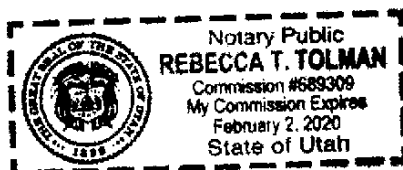
Western States Ventures LLC

By: Nathan Beck-Bank  
Its: Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On the 14 day of NOVEMBER, 2018, personally appeared before me NATHAN BECK-BANK, MANAGER of Western States Ventures LLC, a Utah limited liability company, the signer of the foregoing document, who acknowledged to me that he executed the same pursuant to authority of the Board of Western States Ventures LLC.

Rebecca J. Tolman  
Notary Public





**Bush and Gudge, Inc.**  
Engineers • Planners • Surveyors  
Salt Lake City - St. George  
www.bushandgudge.com

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**EXHIBIT A**

BEGINNING AT A POINT SOUTH 0°13'00" WEST ALONG THE WEST LINE OF SECTION 25, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, 1326.42 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25 AND SOUTH 89°46'11" EAST ALONG THE SIXTEENTH LINE 1343.00 FEET, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25 AND RUNNING THENCE SOUTH 89°46'11" EAST ALONG SAID SIXTEENTH SECTION LINE 1343.00 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 89°47'39" EAST ALONG THE SIXTEENTH SECTION LINE 1170.21 FEET; THENCE SOUTH 0°13'49" WEST 150.50 FEET; THENCE SOUTH 16°28'09" EAST 52.20 FEET; THENCE SOUTH 0°13'49" WEST 100.00 FEET; THENCE NORTH 89°46'11" WEST 899.62 FEET; THENCE SOUTH 0°13'49" WEST 100.00 FEET; THENCE SOUTH 0°49'13" WEST 50.00 FEET; THENCE SOUTH 0°13'49" WEST 200.00 FEET; THENCE SOUTH 1°57'36" WEST 50.02 FEET; THENCE SOUTH 0°13'49" WEST 100.00 FEET; THENCE NORTH 89°46'11" WEST 780.27 FEET; THENCE SOUTH 76°44'04" WEST 51.42 FEET; THENCE NORTH 89°46'11" WEST 125.93 FEET TO A POINT ON THE EAST LINE OF THE WASHINGTON COUNTY SCHOOL DISTRICT PARCEL BY PATENT, DOCUMENT NUMBER 20070048487; THENCE NORTH 00°18'51" EAST ALONG THE EAST LINE OF SAID SCHOOL DISTRICT PARCEL AND THE SIXTY-FOURTH SECTION LINE 478.82 FEET, TO THE NORTHEAST CORNER OF SAID SCHOOL DISTRICT PARCEL; THENCE NORTH 89°43'30" WEST ALONG THE NORTH LINE OF SAID SCHOOL DISTRICT PARCEL 671.36 FEET TO THE SIXTEENTH SECTION LINE; THENCE NORTH 00°16'49" EAST ALONG SAID SIXTEENTH SECTION LINE 332.66 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**

Bylaws of Association

[copy attached]

**BYLAWS  
OF  
SHOOTING STAR WASHINGTON HOA, INC.**

**A Utah Non-Profit Corporation**

**ARTICLE 1  
IDENTITY AND LOCATION**

These are the Bylaws of Shooting Star Washington HOA, Inc., herein called the "Association," a Utah non-profit corporation, for the purposes set forth in the Articles of Incorporation and the Declaration of Covenants, Conditions and Restrictions recorded against the real property comprising the residential development in Washington County, Utah known as Shooting Star Washington (the "Declaration").

**ARTICLE 2  
PURPOSES, RIGHTS AND OBLIGATIONS**

The purposes for which this non-profit corporation shall be formed shall be to govern and exercise all of its powers, privileges and rights; to perform all the duties and obligations of the Association pursuant to the terms of the Articles of Incorporation, these Bylaws, and the Declaration.

**ARTICLE 3  
MEMBERSHIP AND VOTING**

3.1 Membership

The members of the Association shall consist of all the record owners of each Lot as defined by the Declaration.

3.2 Membership Change

Change of membership in the Association shall be established by recording in the Washington County Recorders' office, of Washington County, Utah, a deed or other instrument conveying title to a Lot and the delivery to the Association of a true copy of such instrument. The Lot Owner (grantee) designated by such instrument shall thereby become a member of the Association. The membership of the prior Lot Owner (grantor) shall be thereby terminated.

3.3 Voting Rights

Each Member shall be entitled to one (1) vote for each Lot in which such person or entity holds the interest required for membership. When more than one person or entity holds such interest or interests in any Lot, all such persons or entities shall be Members and the vote for such Lot shall be cast by the person or entity named in a certificate as provided by paragraph 3.4

below. If such certificate shall not be filed, the vote of such members shall neither be considered in determining the requirement for a quorum nor for any other purpose. All actions required to be taken by Members and all notices required to be communicated to Members shall be taken by and communicated to such Members as are entitled to vote.

3.4 Voter Designation

3.4.1 If a Lot shall be owned by one person, the right to vote shall be held and established by the sole record title owner of the Lot.

3.4.2 If a Lot shall be owned by more than one person, the person entitled to cast the vote for the Lot shall be designated in a writing signed by all of the record owners of the Lot and filed with the Secretary of the Association.

3.5 Approval or Disapproval of Matters

Whenever the decision of a Lot Owner shall be required upon any matter, whether or not the subject of or presented for vote at an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Lot Owners if at an Association meeting, unless the joinder of all record Lot Owners shall be otherwise expressly required by the Declaration of Covenants and Restrictions or these Bylaws.

**ARTICLE 4  
MEMBER MEETINGS**

4.1 Annual Meeting

The annual membership meeting shall be held on such date as the Board of Directors shall designate for the purpose of electing Directors and of transacting any other business which shall be authorized to be transacted by the Members.

4.2 Special Meetings

Special meetings of the Members may be called at any time by the President or a majority vote of the Board of Directors, or upon written request of a majority of the Members who are entitled to cast votes at a membership meeting.

4.3 Place of Meeting

All membership meetings shall be held at the principal office of the Association or at such place as shall be determined, from time to time, by the Board of Directors of the Association.

4.4 Notice of Meeting

Notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, in compliance with Section 7.3 below (regarding Notice), not less than ten (10) days or more than sixty (60) days before the date of such meeting to each Member entitled to vote. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting, the purpose of the meeting. If the meeting shall be held for the purpose of fixing the annual or special assessment, notice shall be given as provided herein.

#### 4.5 Quorum

Except as otherwise expressly provided, a quorum for all meetings shall exist if there shall be present, in person or by proxy, Members entitled to cast not less than twenty percent (20%) of the votes. If a quorum shall not be present at any meeting, the Members present may adjourn and re-schedule the meeting for a later date and shall give all Members notice thereof, in accordance with the provisions contained herein. If no quorum shall be present at such second meeting, the notice procedure shall be repeated, if the Members present decide to call a third meeting. A quorum at such third meeting shall consist of whatever number of Members shall be present, whether or not their combined votes shall be equal to or exceed of twenty percent (20%) of the votes. The acts approved by a majority of those present at a meeting at which a quorum shall be present shall constitute the acts of the members, except when approval by a greater number of votes or by the Declarant shall be required by the Articles of Incorporation, the Declaration or these Bylaws.

#### 4.6 Proxies

At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting for which the proxy is valid. Every proxy shall be revocable and shall automatically cease upon conveyance of a Lot by the Member.

#### 4.7 Waiver of Notice

Any Member may waive notice of any meeting of the Members in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by such Member at any meeting of the Members shall constitute a waiver of notice by such Member, of the time and place thereof, except where a Member attends a meeting with the express purpose of objecting to the transaction of any business, because the meeting was not lawfully called.

#### 4.8 Order of business – Annual Membership Meeting

The order of business and all other matters of procedure at every meeting of Members shall be determined by the presiding officer. Except as may be modified by resolution of the Board, *Robert's Rules of Order* (current edition) shall govern the conduct of Association proceedings when not in conflict with Utah law or the Articles of Incorporation, the Declaration or these Bylaws.

4.1 Minutes

The Secretary of the Association shall record and maintain minutes of each and every meeting in a businesslike manner and provide each Member access thereto.

4.12 Assessment Notice

Notice of any meeting in which Assessments against Lot owners shall be considered for any reason, shall specifically contain a statement that such Assessments shall be considered and such statement shall include the nature of such Assessments.

**ARTICLE 5  
BOARD OF DIRECTORS**

5.1 Directors

The affairs of the Association shall be managed by a Board of Directors of not less than three (3) or more than nine (9) Directors who need not be a Member entitled to cast a vote in the Association and who may be authorized representatives, officers or employees of a Member.

5.2 Board of Directors Prior to Turnover Date

The initial Directors of the Association are:

James Sullivan  
1363 E 170 S Suite 301  
St. George, Utah 84790

D. Craig Sullivan  
1363 E 170 S Suite 301  
St. George, Utah 84790

Nathan Brockbank  
2265 East Murray Holladay Road  
Salt Lake City, Utah 84117

Notwithstanding anything contained in these Bylaws, the Declaration or Articles of Incorporation to the contrary, until the Turnover Date (defined below), the Board of Directors shall be appointed exclusively by Declarant.

5.3 Board of Directors After Turnover Date

The "Turnover Date" referenced to in Article 3 of the Articles of Incorporation shall occur at the time defined in the Declaration at which point the Declarant shall no longer have the exclusive right to appoint the Board of Directors. At the next ensuing annual meeting after Turnover Date and at each annual meeting thereafter, all of the directors of the Association shall



be elected by the Lot Owners. The election of directors shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast. There shall be appurtenant to each Lot as many votes for directors as there are directors to be elected, provided, however, that no member may cast more than one vote for each Lot owned by that member for any person nominated as a director, it being the intent hereof that voting for directors shall be non-cumulative. A ballot may be incorporated in a limited proxy form. A nominating committee of not more than five (5) members of the Association may be appointed by the Board of Directors not less than forty (40) days prior to the Annual Member's Meeting. The committee shall nominate one (1) or more persons for each director then serving. A director then serving may be nominated to a successive term. Additional nominations may be made from the floor at the time of the meeting.

#### 5.4 Powers of the Board

The Board of Directors shall manage the affairs of the Association in accordance with the terms of the Act, the Articles of Incorporation, the Declaration, and these Bylaws. Such powers shall be exercised exclusively by the Board, the Association's officers, agents, contractors and employees, and shall be subject to approval by the Lot Owners only when expressly required by the Declaration, the Articles of Incorporation or these Bylaws.

#### 5.5 Compensation

No Director shall receive compensation for any personal service they may render to the Association or attending meetings, however, a Director may be reimbursed for actual expenses in the performance of any duties on behalf of the Association.

#### 5.6 Vacancies and Removals

Any Director may be removed from the Board, with or without cause, by concurrence of a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, the successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of the predecessor. Vacancies on the Board of Directors occurring between annual meetings of Members shall be filled by the remaining Directors. The Members may elect a Director by a special meeting at any time to fill any vacancy not filled by the Directors.

#### 5.7 Duties of the Board

It shall be the duty of the Board of Directors to cause to be kept a complete record of all its acts, its corporate affairs and to present a statement thereof, to the Members at each annual or special meeting of the Members or when such records or statements shall be requested for in writing, by any Member or Members.

#### 5.8 Term of Board Members

Directors shall serve a term of which shall extend until the next annual meeting of the Members and thereafter, until a successor shall be duly elected and qualified or until such Director shall be removed in the manner herein provided.

5.9 Delegation of Tasks.

The Board of Directors may delegate to a property or association manager the right to collect assessments under the Declaration, provide notice regarding compliance issues under the Declaration, and to otherwise carry out, enforce and implement the requirements of the Declaration; provided, that, such manager shall remain subject to the oversight and direction of the Board of Directors.

**ARTICLE 6  
MEETINGS OF DIRECTORS**

6.1 Regular Meetings

Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority vote of the Directors and shall be open to all Members. Notice of regular board meetings shall be given or delivered to each Director, personally, by mail, telephone, email or other convenient means of communication stating the time, place and purpose of such meeting, at least five (5) days prior to the day named for such meeting, except in the event of an emergency or special meeting.

6.2 Quorum

A quorum at the Board of Directors meetings for the transaction of business shall consist of a majority of the entire Board of Directors. The acts approved by the majority of those present at a meeting, at which a quorum shall be present, shall therein constitute the act of the Board of Directors, except where approval by a greater number of Directors shall be required by the Declaration, the Articles of Incorporation, or these Bylaws.

6.3 Special Meetings

Special Board meetings of the Directors may be called by the President or a majority of the Directors, upon notice personally, by mail, telephone, email or other convenient means of communication, stating the time, place and purpose of such meeting, no less than three (3) days in advance of such meeting.

6.4 Adjourned Meetings

If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present shall adjourn the meeting until such time as a quorum shall be present. At any adjourned meeting, any business which shall have been transacted at the meeting as originally called, shall be transacted without further notice.

6.5 Presence at Meeting

The Board of Directors may allow any director to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating in the meeting may hear each other during the meeting. A director participating in a meeting through means permitted under this section shall be considered to be present in person at the meeting.

**ARTICLE 7  
CORPORATE MATTERS**

7.1 Fiscal Year

The fiscal year of the Association shall be as designated by the Board of Directors.

7.2 The Seal

The Association does not have a seal.

7.3 Notice

Whenever any notice whatever shall be required to be given under the provisions of these Bylaws, such notice shall be deemed sufficient, if given by depositing the same in a post office box in a sealed, postage paid envelope, addressed to the member entitled thereto, at the post office address, as it appears on the books of the Association and such notice shall be deemed given on the day of such mailing. A waiver of notice, whether before or after the time stated therein, shall be equivalent to notice.

The Association may also provide notice by electronic means, including text message, email, or through Association's website unless a Member, by written demand, requires the Association to provide notice to the Member by mail

7.4 Resignations

Any Director or Officer may resign, for whatever reason at any time, provided such resignation shall be made in writing and take effect at the time specified therein; or, if no time shall be specified, at the time of official acceptance of such receipt.

**ARTICLE 8  
OFFICERS AND THEIR DUTIES**

8.1 Officers

The officers of the Corporation shall consist of a President; one Treasurer; one Secretary; and may consist of one or more Vice-Presidents, Assistant Secretaries and Assistant Treasurers,

as the Board of Directors may from time to time elect or appoint. Only the office of Treasurer and Secretary may be held by the same person.

#### 8.2 Election of Officers

The officers of the Corporation shall be elected or appointed by the Board of Directors and shall hold office at the pleasure of the Board. If, at any time, a vacancy shall occur in the office of any officer for whatever reason, it shall be filled as soon as practical by a vote of the majority of the Board of Directors then in office.

#### 8.3 Removal of Officers

All officers shall be subject to removal for whatever reason, at any time. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with cause or without cause and such successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose. Any officer may resign, at any time, by giving written notice to the Board and such resignation shall take effect on the date of receipt of such notice or at any other time specified therein.

#### 8.4 Term

Each officer shall be elected annually by the Board and shall hold office for one (1) year or until death, resignation, retirement, removal disqualification or a successor shall be qualified and elected.

#### 8.5 Compensation

Except as may be permitted under paragraph 12.2 below, no officer shall receive any compensation or remuneration for services from the Association for acting as such officer.

#### 8.6 President

8.6.1 The President, subject to the control of the Board of Directors, shall be the chief executive officer of the Association and shall supervise, control and be in general charge of the affairs of the Association in the ordinary course of its business.

8.6.2 The President, or his designated alternate, shall preside at all meetings of the Members and of the Board of Directors.

8.6.3 The President shall have the power to appoint committees to assist in the administration of affairs of the Association.

8.6.4 The President shall, when authorized to do so, make, sign and execute all deeds, conveyances, assignments, bonds, contracts and agreements.

8.6.5 The President shall co-sign with the Treasurer all checks and promissory notes on behalf of the Association.

8.6.6 The President shall see to it that all orders and resolutions of the Board of Directors shall be carried out in accordance with the terms of such directives and resolutions.

8.6.7 The President shall perform such other duties as may be assigned to this office, from time to time by the Board of Directors.

#### 8.7 Vice President

8.7.1 The Vice President, if one is so appointed by the Board, shall act in the place and stead of the President in the event of the absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

8.7.2 Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President, at the time such action was taken.

#### 8.8 Treasurer

8.8.1 The Treasurer shall receive, have custody of and be responsible for the safekeeping of all funds, notes, mortgages and securities of the Association.

8.8.2 When necessary or proper, the Treasurer shall co-sign with the President all checks and promissory notes and endorse, on behalf of the Association, for collection, checks, notes and other obligations and shall deposit the same, in a timely manner, to the credit of the Association in such bank, banks or depositories as shall be designated in the manner described by the Board of Directors.

8.8.3 The Treasurer shall keep accurate and proper books of account and shall, from time to time at the direction of the Board, prepare such statements of account, including but not limited to, an annual statement of the Association's books of account, which shall be made at the completion of each fiscal year.

8.8.4 Whenever required by the Board of Directors, the Treasurer shall render a statement of the cash account and shall enter or cause to be entered regularly on the books of the Association kept for that purpose, a full and accurate account of all monies received and paid out on account of the Association.

8.8.5 The Treasurer shall prepare or cause to be prepared an annual budget which shall be presented to the Membership at the annual meeting and deliver or mail copies of the budget to those not present for any annual meeting.

8.8.6 At the conclusion of each fiscal year of the Association and prior to the annual meeting of Members, the Treasurer shall prepare or cause to be prepared a Statement of

Financial Condition and a Statement of Income and Expense which shall also be presented at the annual meeting of Members. In addition, the Treasurer shall prepare and reveal to the Members at such annual meeting a reserve analysis in accordance with the Utah Community Association Act, Utah Code Section 57-8a-211 analyzing the need for a reserve fund to accumulate money to cover the cost of repairing, replacing, or restoring common areas that have a useful life of three years, which include the private streets, common area amenities and building roofs.

8.8.7 At all reasonable times, the Treasurer shall exhibit the books and accounts to any Director of the Association and, upon written notice, shall make the books and records available to any Member.

8.8.8 The Treasurer, at the request of the Board, shall cause an annual audit of the Association's books by a public accountant licensed in the State of Utah.

#### 8.9 Secretary

8.9.1 The Secretary shall record the votes, keep, protect and maintain the minutes of all meetings and proceedings of the Board of Directors and the minutes of all meetings of the Members in books provided for such purposes.

8.9.2 The Secretary shall serve appropriate notice of any and all meetings of the Board of Directors and meetings of the Members.

8.9.3 The Secretary shall compile and maintain in an up to date manner a complete list of Members together with their last known addresses. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

8.9.4 The Secretary shall be responsible for verifying the validity of any and all proxies submitted to the Board at the annual meeting of Members.

8.9.5 The Secretary shall perform any and all other duties as the Board of Directors may direct from time to time and, in general, perform all the duties incident to the Office of Secretary.

### **ARTICLE 9 COMMITTEES**

#### 9.1 Appointment

9.1.1 The Board of Directors of the Association may appoint certain permanent committees or ad hoc committees of no less than three (3) members per committee, who may or may not be Members of the Association, to perform advisory services and make recommendations to the Board as deemed appropriate in carrying out its purpose.

9.1.2 The committees shall serve at the convenience and discretion of the Board, but in any event, if the Board so directs, the following such committees shall be permanent committees and each such committee shall consist of a majority of the Members of the Association:

9.2 Limitation of Powers

Any such committees appointed by the President or the Board shall be advisory in capacity only and shall not be permitted to act on behalf of the Board or its officers without such specific authority.

**ARTICLE 10  
DOCUMENTS, BOOKS AND RECORDS**

10.1 Books and Records

The Association shall keep and maintain those records required by the Act and the Declaration. Such records shall be maintained in written form or in another form capable of conversion into written form within a reasonable time.

10.2 Inspection

The books and records of the Association shall at all times be subject to inspection by any Member, upon reasonable notice and during normal business hours. A request to inspect such records shall be filed by the Member with the appropriate officer or officers of the Association responsible for such books and records.

**ARTICLE 11  
AMENDMENTS**

11.1 Definition

The words "amend" and "amended" shall be broadly interpreted to include alterations, modifications, additions and repeal, in whole or part.

11.2 Requirements

11.2.1 After relinquishment of Declarant control of the Association (*i.e.* the Turnover Date as defined above), these bylaws may be amended at a duly constituted special meeting for such purpose or at an annual meeting of the Members by a vote of not less than sixty-six and two thirds (66 2/3%) of the aggregate votes of the Members or by a vote or written consent of at least two-thirds of the members of the Board of Directors.

11.2.2 Until relinquishment of Declarant control of the Association (*i.e.* the Turnover Date as defined above), these Bylaws may be unilaterally amended by the Declarant for any purpose with or without notice to the Members.

11.3 Conflicts

In no event shall the Bylaws be amended to conflict with the Declaration or Articles of Incorporation and in the event of any conflict between the Declaration or Articles of Incorporation and these Bylaws, the Declaration shall control and survive such conflict.

11.4 Recording of Amendments

Any amendment to these Bylaws shall be filed for recording in the Washington County Recorder's office in Washington County, Utah.

**ARTICLE 12  
NON-PROFIT ASSOCIATION**

12.1 Purpose

This Association shall not be organized for profit and either any Lot Owner, Member, member of the Board of Directors or person from whom the Association may receive any property or funds, shall participate or shall be lawfully entitled to receive any monetary gains or pecuniary profit from the operation thereof, unless otherwise described herein.

12.2 Compensation

In no event, shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or distributed to, or inure to the benefit of any Member or Directors, provided, however that:

12.2.1 Subject to Board approval, reasonable compensation may be paid to any Member or Director while acting as an agent or employee of the Association for services rendered in effecting certain purposes of the Association.

12.2.2 Actual and reasonable expenses may be reimbursed to a Director and other designated Members such as, but not limited to, committee members, for costs incurred in connection with the administration of the affairs of the Association, upon Board approval.

12.2.3 This section shall not apply to Members or Directors who may be under separate contract for the management and operation of the Common Property.

**ARTICLE 13  
MORTGAGES**

13.1 Notice

Upon request of the Association, any Lot Owner who shall mortgage his Lot shall notify the Association in writing revealing the following information: (a) the name of the mortgagee;



(b) the mortgagor(s) as indicated on the mortgage document; (c) the current address of the mortgagee; and (d) the account number or identification of the mortgage.

### 13.2 Records

The Secretary of the Association may maintain such mortgage information in a record entitled "Mortgages of Lots".

### 13.3 Report of Delinquency

At the request of any mortgagee inquiring as to the status of assessments paid or unpaid by any Member, the Association may report to such mortgagee, either the current status of the Member, if such may be the case, or the delinquency or unpaid assessments due from the Lot Owner.

## ARTICLE 14 INDEMNIFICATION

### 14.1 General

The Association shall indemnify any director, officer, former director or officer of the Association or any person who may have served at the request of the Association as a director or officer of another corporation, whether for profit or not for profit, against all loss, cost and expense. Such costs shall include attorney's fees and liabilities actually and reasonably incurred by them in connection with the defense of or as a consequence of any threatened pending or completed action, suit or proceeding, whether civil or criminal, in which they shall be made a party of, shall be threatened to be made a party by reason of being or having been such director or officer, except in relation to matters as to which they shall be judged in such action, suit or proceeding, to be liable for willful misfeasance or malfeasance in the performance of his or her duties. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association shall be advised by counsel that the person or persons to be indemnified shall not have been guilty of willful misfeasance or malfeasance in the performance of his or her duties as a director or officer in relation to the matter involved.

### 14.2 Exclusivity

The indemnification provided herein shall not be deemed exclusive of any other rights to which these indemnified may be entitled under any statute, the Articles of Incorporation, Bylaw, agreement, vote of Members or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

### 14.3 Insurance

The Association may purchase and maintain insurance on behalf of any person who shall be a director, officer, employee or agent of the Association or shall serve at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Such insurance shall provide protection against any liability asserted against them and incurred by them in such capacity or arising out of their status as such, whether or not the Association shall have the power to indemnify them against such liability.

#### 14.4 Common Expense

Any and all liability, loss, damage, fine, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as "Common Expense," as defined by the Declaration.

### **ARTICLE 15 MISCELLANEOUS**

#### 15.1 Association Documents

Copies of the Declaration of Covenants and Restrictions, Articles of Incorporation, Bylaws of the Association, Rules and Regulations and other forms and documents described herein, shall be available from the Secretary of the Association upon request and such copies may be purchased at reasonable cost or may be provided in electronic format.

#### 15.2 Definition of Terms

The terms used in these Bylaws, to the extent they are defined in said Declaration, shall have the same definition as set forth in the Declaration as the same may be amended from time to time.

#### 15.3 Gender

Whenever required by the context, the masculine gender shall include the feminine and neuter genders, and vice versa; the word "person" or "persons" shall include a corporation, partnership, firm, trust, entity or other form of association; and the singular shall include the plural, and vice versa.

#### 15.4 Power of Attorney

Each Lot Owner shall, if necessary, execute and deliver a special power of attorney in favor of the Association, appointing the Association or one of its duly elected officers as Attorney-in-Fact, to act on behalf of the Lot Owner and Lot Owner's Lot in the event of destruction of such Lot as permitted, authorized, required and subject to the Declaration.

#### 15.5 Rules and Regulations

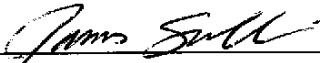
Subject to the provisions of the Act and the Utah Community Association Act (Utah Code Section 57-8a-101 *et seq.*), the Board of Directors shall have the power to adopt and establish by resolution such rules and regulations as it may deem necessary for the maintenance, operation, management and control of the Association property, equipment, facilities of the Association, and interaction with the Members (including rules and regulations regarding fee schedules to provide information and records to or for the benefit of any Member). The Board of Directors may alter from time to time such rules and regulations. The Members shall at all times obey such regulations and use their best efforts to see that they are faithfully observed by the persons with whom they reside, their lessees, invitees and others over whom they may exercise control or supervision.

#### CERTIFICATION

I, the undersigned, do hereby certify:

1. I am the duly elected or appointed secretary of Shooting Star Washington HOA, Inc., a Utah non-profit corporation,
2. The foregoing Bylaws constitute the Bylaws of said Association as duly adopted by unanimous written consent of the Board of Directors dated as of the 6<sup>th</sup> day of November, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 6<sup>th</sup> day of November, 2018.

  
\_\_\_\_\_  
James Sullivan, Secretary

**RESOLUTIONS OF BOARD OF DIRECTORS OF  
SHOOTING STAR WASHINGTON HOA, INC.**

The undersigned, being all of the directors of **Shooting Star Washington HOA, Inc.**, a Utah non-profit corporation (the "Corporation") acting without a meeting, hereby consent to, approve and adopt the following resolutions:

**RESOLVED, THAT** the following are hereby elected officers of the Corporation:

President:	James Sullivan
Vice-President:	D. Craig Sullivan
Secretary:	James Sullivan
Treasurer:	D. Craig Sullivan

**RESOLVED FURTHER, THAT** all actions of the sole incorporator in connection with the organization of the Corporation, including, without limitation, executing and causing to be filed and recorded the Articles of Incorporation, are hereby ratified, approved and confirmed.

**RESOLVED FURTHER, THAT** the Bylaws presented to the Directors are adopted as the Bylaws of this Corporation.

**RESOLVED FURTHER, THAT** the appropriate officers of the Corporation are authorized and directed to establish depository relations with such financial institution as they may choose, and they are further authorized to execute and deliver any certificate of depository resolutions which may be required and the Board of Directors hereby adopts the resolutions set forth on any such certificate effective as of the date of adoption indicated on such certificate. A copy of any certificate so delivered shall be placed in the corporate minute book following this consent to action.

**RESOLVED FURTHER, THAT** the appropriate officers of the Corporation are hereby authorized and directed on behalf of the Corporation to execute and file such other documents and instruments and to do or cause to be done all such further acts as they may deem necessary or advisable in order to complete the organization and incorporation of the Corporation and to carry into effect the tenor and purpose of the resolutions set forth herein; and that any and all actions so taken by the appropriate officers of the Corporation be and they hereby are ratified, confirmed and approved.

DATED as of the 6<sup>th</sup> day of November, 2018.

  
\_\_\_\_\_  
James Sullivan, Director

  
\_\_\_\_\_  
D. Craig Sullivan, Director

  
\_\_\_\_\_  
Nathan Brockbank, Director