

Restrictive Page 1 of 18

Gary Christensen Washington County Recorder
09/26/2023 10:24:05 AM Fee \$40.00 By DHI TITLE
- UTAH

When Recorded Return To:

D.R. Horton, Inc.
12351 South Gateway Park Place, Suite D-100
Draper, Utah 84020
Attention: Krisel Travis

Tax Parcel Numbers: W-HHLV-1-2164 to W-HHLV-1-2238; W-HHLV-1-common

**FOURTH SUPPLEMENTAL DECLARATION AND THIRD AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR LONG VALLEY**

THIS FOURTH SUPPLEMENTAL DECLARATION AND THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONG VALLEY (this “**Fourth Supplemental Declaration**”) is made as of September 25, 2023, by D.R. HORTON, INC., a Delaware corporation (“**Declarant**”), with reference to the following:

RECITALS

A. On December 21, 2021, Declarant caused to be recorded as Entry No. 20210080158 in the official records of the Office of the Recorder of Washington County, Utah (the “**Official Records**”), that certain Declaration of Covenants, Conditions and Restrictions for Long Valley Trails (the “**Original Declaration**”) pertaining to a master planned development known as Long Valley Trails located in Washington City, Washington County, Utah.

B. On September 23, 2022, Declarant caused to be recorded as Entry No. 20220044108 in the Official Records that certain First Supplemental Declaration and First Amendment to the Declaration of Covenants, Conditions and Restrictions for Long Valley Trails (the “**First Supplemental Declaration**”).

C. On February 2, 2023, Declarant caused to be recorded as Entry No. 20230002859 in the Official Records that certain Second Supplemental Declaration and Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Long Valley Trails (the “**Second Supplemental Declaration**”).

D. On July 17, 2023, Declarant caused to be recorded as Entry No. 20230021246 in the Official Records that certain Third Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Long Valley Trails (the “**Third Supplemental Declaration**”).

E. Article XIX of the Original Declaration provides that Declarant shall have the right and option, from time to time (and within the time limits prescribed in the Original Declaration), to subject some or all of the Additional Land described in the Original Declaration to the terms, conditions and restrictions created by the Original Declaration by the recordation of a Supplemental Declaration, which shall be effective upon recording the Supplemental Declaration in the Official Records.

F. Pursuant to Section 19.1 of the Original Declaration, Declarant desires to subject to the Original Declaration, as previously supplemented and amended, that portion of the Additional Land described on Exhibit A, which is attached hereto and incorporated herein by this reference (the “**Subject Property**”).

G. Section 17.2.2 of the Original Declaration provides that Declarant shall have the right to unilaterally amend the Original Declaration during the Period of Declarant Control.

H. Declarant is executing and delivering this Fourth Supplemental Declaration for the purpose of: (1) subjecting the Subject Property to the provisions of the Original Declaration, as previously supplemented and amended, and (2) amending certain Sections of the Original Declaration.

FOURTH SUPPLEMENTAL DECLARATION AND THIRD AMENDMENT

NOW, THEREFORE, for the reasons recited above, Declarant hereby declares as follows:

1. Defined Terms. All defined terms as used in this Fourth Supplemental Declaration shall have the same meanings as those set forth in the Original Declaration, as previously supplemented and amended, unless such terms are otherwise defined in this Fourth Supplemental Declaration.

2. Amendment of Section 1.8 of the Original Declaration. Section 1.8 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

1.8 “**Association**” shall mean the Utah nonprofit corporation to be organized by Declarant to administer and enforce the Covenants and to exercise the rights, powers and duties set forth in this Declaration, the Articles, the Bylaws and any other Governing Document and the successors and assigns of such nonprofit corporation. Declarant hereby reserves the exclusive right to cause such Association to be incorporated. Declarant shall name the Association “LONG VALLEY OWNERS ASSOCIATION.”

3. Amendment of Section 1.25 of the Original Declaration. Section 1.25 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

1.25 “**Declaration**” shall mean this Declaration of Covenants, Conditions and Restrictions for Long Valley, as amended and supplemented from time to time.

4. Amendment of Section 1.42 of the Original Declaration. Section 1.42 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

1.42 “**Long Valley**” shall mean, refer to and consist of the Property and the development to be completed thereon pursuant to the Governing Documents, commonly known as Long Valley.

5. Amendment of Section 1.43 of the Original Declaration. Section 1.43 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

1.43 “**Long Valley Rules**” shall mean the rules for Long Valley adopted by the Board pursuant to Section 5.3.

6. Amendment of Section 1.54 of the Original Declaration. Section 1.54 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

1.54 “**Neighboring Property**” shall mean any street within Long Valley (including annexed property) that is adjacent to the specific Lot, Unit or Parcel in reference.

7. Amendment of Section 1.88 of the Original Declaration. Section 1.88 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

1.88 “**Visible From Neighboring Property**” shall mean, with respect to any object located on a Lot, that such object is or would be fully visible or unobscured from any street adjacent to the Lot on which the specific object is located.

8. Global change of the term “Long Valley Trails.” All references within the Declaration to the term “Long Valley Trails” are hereby amended and replaced with the term “Long Valley.”

9. Amendment of Section 3.6 of the Original Declaration. Section 3.6 of the Original Declaration, as previously amended, is hereby amended and restated in its entirety to read as follows:

3.6 Easements for Ingress and Egress. There are hereby created easements for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks and lanes that from time to time may exist upon the Community Areas. The use by Owners and Residents and their guests, families, tenants and invitees of sidewalks, paths, walks and lanes within the Community Areas may be utilized by pedestrians and by individuals utilizing regular bicycles or e-bikes with two wheels pedal-assist (but not throttle-assist) or electric powered scooters. However, no throttle-assist e-bikes of any nature and no electric-powered scooters that exceed twenty miles per hour (20 mph) and no gasoline-powered bikes, recreational vehicles or vehicles of any nature are allowed upon or within the sidewalks, paths, walks and lanes within the Community Areas, other than gasoline-powered vehicles utilized in connection with the maintenance and repair of such areas. The utilization of the sidewalks, paths, walks and lanes within the Community Areas may be controlled and regulated further pursuant to the Long Valley Rules adopted by the Board. There is also created an easement for ingress and egress for pedestrian and vehicular traffic over, through

and across such driveways and parking areas as from time to time may be paved and intended for such purposes. Such easements shall run in favor of and be for the benefit of the Owners and Residents of the Lots, Units and Parcels and their guests, families, tenants and invitees. There is also hereby created an easement upon, across and over the Community Areas and all private streets, private roadways, private driveways and private parking areas within the Property for vehicular and pedestrian ingress and egress for police, fire, medical and other emergency vehicles and personnel. The Board shall have the right to relocate and/or reconfigure any and all such easements from time to time as it sees fit without the consent of any Owners (but subject to any necessary approvals of the City or any other governmental body or agency having jurisdiction including in particular, but without limitation, the easements granted herein for police, fire, medical and other emergency vehicles and personnel).

10. Amendment of Section 4.2.13 of the Original Declaration. Section 4.2.13 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

4.2.13 Trash Containers and Collection. No garbage, recycling or trash shall be placed or kept on any Lot, Unit or Parcel, except in covered containers of a type, size and style as issued by the municipality in which the Project is located or by the Association or as otherwise approved by the Board. In no event shall such containers be maintained so as to be Visible From Neighboring Property, except to make the same available for collection within a 24-hour period. Notwithstanding any other provision or restriction to the contrary set forth in this Declaration, on a Townhome Lot where the garage is located on the rearward side of the Dwelling Unit, a maximum of two containers may be kept or stored immediately adjacent to the garage for such Dwelling Unit within the Limited Common Area that has been allocated for the exclusive use of such Dwelling Unit. All rubbish, recycling, trash and garbage shall be removed from the Lots, Units and Parcels and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot, Unit or Parcel.

11. Amendment of Section 4.2.19. Section 4.2.19 of the Declaration is hereby amended and restated in its entirety as follow:

4.2.19 Fences and Walls. Except as authorized and permitted in the Governing Documents or as otherwise specifically authorized and approved by Declarant (or by the Board or the ARC following the expiration of the Period of Declarant Control), no fences or walls shall be constructed or otherwise allowed within Long Valley, provided however that with the prior approval of the ARC, the Owner of a Lot may construct a fence to enclose a portion of such

Owner's Lot. All fences and gates constructed on a Single Family Lot to enclose such Single Family Lot must be a metal fence or gate having a design and fencing style approved by the ARC, and the color of any such metal fence or gate on a Single Family Lot must be either dark bronze or black. All fences and gates constructed on a Townhome Lot to enclose the Limited Common Area appurtenant to such Townhome Lot must be a vinyl privacy fence or gate six (6) feet in height that matches the design, fencing style and color of the vinyl privacy screening walls installed by Declarant or by the Association along the boundaries of such Limited Common Areas appurtenant to such Townhome Lot.

12. Amendment of Section 4.2.22 of the Original Declaration. Section 4.2.22 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

4.2.22 Recreational Vehicles. No motor vehicle classed by manufacturer rating as exceeding one-ton, nor any motorhome, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer or other similar equipment or vehicle (collectively referred to here as a "**Recreational Vehicle**") may be parked, maintained, constructed, reconstructed or repaired on any Lot, Unit or Parcel or on any street or Community Area in Long Valley so as to be Visible From Neighboring Property, or visible from the Community Areas or the streets; provided, however, the provisions of this Section 4.2.22 shall not apply to (i) regular-sized passenger vehicles, mini vans, sports utility vehicles, golf carts and pickup trucks that do not fall within the definition of Recreational Vehicles, which are parked as provided in Section 4.2.23 below and are used on a regular and recurring basis for basic transportation; (ii) Recreational Vehicles that are parked on a Lot, Unit or Parcel within an enclosed garage or that are parked on a concrete pad or on an all-weather surface area (such as compacted gravel, but not grass or dirt) approved by the ARC located upon a Lot, Unit or Parcel behind an enclosed fence not less than six (6) feet in height, which fence must be offset from and be behind the front corner of the residential structure on such Lot, Unit or Parcel by not less than two (2) feet; or (iii) Recreational Vehicles parked in a Recreational Vehicle storage area approved by the ARC.

13. Amendment of Section 4.3.2. Section 4.3.2 of the Declaration, as previously amended, is hereby amended and restated in its entirety to read as follows:

4.3.2 Business Activities. Property classified for the purposes set forth in Section 4.3.1 shall not be used for any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or Resident may conduct business activities within the Dwelling Unit so long as: (a) the Owner or Resident obtains all

necessary licenses and permits; (b) the activity conforms to applicable laws, including all zoning requirements for Long Valley; (c) the activity does not involve door-to-door solicitation of Residents of the Project; (d) the activity is consistent with the Residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Residents of the Property, as may be determined in the sole discretion of the Board; and (e) the Owner or Resident obtains the prior written consent of the Board. This Section 4.2.3 shall not apply to any activity conducted by Declarant or a Merchant Builder approved by Declarant with respect to its development and sale of the Lots, Units or Parcels or its use of any Dwelling Units which it owns within Long Valley. Notwithstanding the above, except for the nightly rental of a Dwelling Unit, the leasing of a Dwelling Unit shall not be considered a business and/or trade within the meaning of this Section 4.3.2. For purposes of this Declaration, the nightly rental of a Dwelling Unit shall be considered a business and/or trade within the meaning of this Section 4.3.2. The nightly rental of a Dwelling Unit shall not be allowed within any portion of the Project, except for Skyline at Long Valley. Within the portion of the Project identified as Skyline at Long Valley, the nightly rental of a Dwelling Unit shall only be permitted if the Owner of such Dwelling Unit lives within the Dwelling Unit on a full-time basis, as determined by the Board in its reasonable discretion.

14. Addition of New Section 4.3.4. A new Section 4.3.4 is hereby added to and included within the Declaration, which new Section 4.3.4 reads as follows:

4.3.4 Draperies and Window Coverings. Located within the Project are two roadways identified as Long Valley Road and Lost Spring Drive. To the extent that any portion of a Dwelling Unit constructed on a Townhome Lot or on a Single Family Lot is visible from any portion of either roadway identified as Long Valley Road or Lost Spring Drive, the color of all draperies, window coverings and window treatments within the portions of such Dwelling Units which are visible from either Long Valley Road or from Lost Spring Drive shall, at all times, be off-white or alabaster as specified by Declarant (or by the ARC following the expiration of the Period of Declarant Control), and the color of such draperies, window coverings and window treatments shall not be altered, nor shall such draperies, window coverings or window treatments be removed, without the written authorization of Declarant (or the ARC after the expiration of the Period of Declarant Control).

15. Amendment and Restatement of the Bylaws of the Association. Pursuant to a Unanimous Written Consent of the Board of Directors of the Association, the Board of Directors of the Association took action to amend and restate in their entirety the Bylaws of the Association.

Attached to this Fourth Supplemental Declaration as Exhibit B is a copy of the Second Amended and Restated Bylaws of Long Valley Owners Association. Section 1.14 of the Original Declaration, as previously amended, is hereby amended and restated in its entirety to read as follows:

1.14 “**Bylaws**” shall mean and refer to the Second Amended and Restated Bylaws of Long Valley Owners Association, a copy of which is attached as Exhibit B to the Fourth Supplemental Declaration and Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Long Valley.

16. Subject Property Subjected to the Original Declaration, as Supplemented and Amended. The Subject Property is hereby subjected to the Original Declaration, as previously supplemented and amended, and as supplemented and amended by this Fourth Supplemental Declaration, and the Subject Property shall be held, transferred, sold, conveyed, occupied, improved and developed subject to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration, as previously supplemented and amended, and as supplemented and amended by this Fourth Supplemental Declaration, which provisions are hereby ratified, approved, confirmed and incorporated herein by this reference, with the same force and effect as if fully set forth herein and made again as of the date hereof. The provisions of the Original Declaration, as previously supplemented and amended, and as supplemented and amended by this Fourth Supplemental Declaration, shall run with the Subject Property and shall be binding upon all Persons having any right, title, or interest in the Subject Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. The Subject Property shall hereafter be deemed to be a part of the Property, as such term is defined in Section 1.62 of the Original Declaration, as previously supplemented and amended. The Neighborhood Designations for the Subject Property shall be as follows:


Hoodoo At Long Valley Phase 1 Townhouse

<u>Unit Number</u>	<u>Neighborhood Designation</u>
2164 through 2238, inclusive	Townhome Units

17. Declaration Redefined. The Original Declaration, as previously supplemented and amended, and as supplemented and amended by this Fourth Supplemental Declaration, shall collectively be referred to as the “**Declaration.**” Except as previously supplemented and amended, and as supplemented and amended by this Fourth Supplemental Declaration, the Original Declaration shall remain unmodified and in full force and effect.

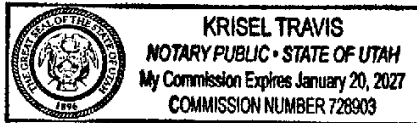
IN WITNESS WHEREOF, Declarant has caused this Fourth Supplemental Declaration to be executed by an officer duly authorized to execute the same as of the date first above written.

D.R. HORTON, INC.,
a Delaware corporation

By: 
Name: Jonathan S. Thornley
Title: Division CFO

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged to me this 25 day of September, 2023,
by Jonathan S. Thornley, in such person's capacity as the
DIVISION CFO of D.R. Horton, Inc., a Delaware corporation.




NOTARY PUBLIC

**EXHIBIT A
TO
FOURTH SUPPLEMENTAL DECLARATION AND THIRD AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR LONG VALLEY**

Legal Description of the Subject Property

That certain real property located in Washington County, Utah more particularly described as follows:

HooDoo Hollow at Long Valley Phase 1, being more particularly described as follows:

Lots 2164 through 2238, inclusive, HOODOO HOLLOW AT LONG VALLEY PHASE 1 according to the official plat thereof as recorded on September 20, 2023 as Entry No. 20230028402 in the office of the Washington County Recorder, State of Utah.

Tax Parcel Numbers: W-HHLV-1-2164 to W-HHLV-1-2238; W-HHLV-1-common

**EXHIBIT B
TO
FOURTH SUPPLEMENTAL DECLARATION AND THIRD AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR LONG VALLEY**

**SECOND AMENDED AND RESTATED BYLAWS OF
LONG VALLEY OWNERS ASSOCIATION**

A UTAH NONPROFIT CORPORATION

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act (the “Act”), the following are the Second Amended and Restated Bylaws of Long Valley Owners Association (the “Association”), which Association is obligated to operate, manage and regulate the Project. Pursuant to a unanimous written consent of the Board of Directors, the Board of Directors approved and adopted these Second Amended and Restated Bylaws of Long Valley Owners Association. Consequently, these Second Amended and Restated Bylaws of Long Valley Owners Association amend, restate and replace in their entirety the Amended and Restated Bylaws of the Association dated September 12, 2022. All references to the term Bylaws in the Declaration or in these Bylaws shall mean and shall be deemed to be refer to these Second Amended and Restated Bylaws of Long Valley Owners Association. Unless otherwise defined below, the capitalized terms set forth in these Second Amended and Restated Bylaws of Long Valley Owners Association shall have the same meanings ascribed to such capitalized terms in the Declaration of Covenants, Conditions and Restrictions for Long Valley, as supplemented and amended from time to time (the “Declaration”).

**ARTICLE 1
PLAN OF LOT OWNERSHIP AND INCORPORATION**

1.1 **Submission.** These Bylaws are referred to and incorporated by reference in the Declaration. The Project is located in Washington City, Washington County, State of Utah. These Bylaws shall govern the administration of the Project and the Association.

1.2 **Organizational Form.** If the Association is incorporated, then these Bylaws shall also function as the bylaws of the corporation.

1.3 **Bylaws Applicability.** All present and future Owners, Residents, occupants, tenants, renters, lessees, and their guests, licensees, invitees, servants, agents or employees, and any other person or persons who shall be permitted entrance to the Project shall be subject to and shall abide by these Bylaws.

**ARTICLE 2
ASSOCIATION**

2.1 **Composition.** The Association is a mandatory association consisting of all Owners of Lots or Units within Long Valley.

2.2 Voting. Each Lot or Unit shall have one (1) vote. Multiple Owners must elect a representative to cast their vote. A vote cast, without objection, by an apparent representative of multiple owners shall be binding upon the parties. Organizational Owners may vote by means of an authorized agent.

2.3 Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors from time to time and stated in the notice of meeting.

2.4 Annual Meeting. Unless otherwise designated by the Board of Directors, the annual meeting of the Association shall be held at 7:00 p.m. on the first Tuesday of June of each year, or at such other suitable date as may be designated by the Board of Directors from time to time. When such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be the principal office of the Association unless otherwise specified in the notice of meeting.

2.5 Special Meetings. The President of the Association, or a Majority of the members of the Board of Directors, may call a special meeting of the Association, or if the President of the Association is so directed by resolution of the Board of Directors or upon receipt of a petition signed and presented to the Secretary of the Board of Directors by at least twenty-five percent (25%) of the members of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

2.6 Quorum. The presence in person or by proxy of three (3) of the Owners entitled to cast a vote shall constitute a quorum for the transaction of business at any Owners meeting.

(a) Quorum Not Present. If a quorum is not present at any Owners meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than forty-eight (48) hours and no later than thirty (30) days, after the time set for the original meeting.

(b) Quorum at Rescheduled Meeting. Those Owners present at the rescheduled meeting and entitled to vote shall constitute a quorum at the rescheduled meeting, regardless of the number of Owners present at the rescheduled meeting.

(c) Percentage Approval Requirement. Notwithstanding the foregoing provisions of this section, however, in any case in which the Declaration requires the affirmative vote of a certain percentage of Owners for authorization or approval of a matter, their consent, in person, by proxy or in writing is required for authorization or approval of the item, regardless of the quorum requirements.

2.7 Notice of Meeting. It shall be the duty of the Secretary to hand deliver or mail, by regular U.S. mail postage prepaid, a notice of each annual or special meeting of the Owners not less than ten (10) days in advance of such meeting. Each such notice shall state the purpose of such meeting as well as the time and place where it is to be held, to each Owner of record, at the address of such Owner's respective Lot or Unit or such other address as each Owner may have

designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice in a fair and reasonable manner.

2.8 Voting Requirements. An Owner shall be deemed to be in “good standing” and “entitled to vote” at any annual meeting or at any special meeting of the Association, if, and only if, such Owner shall be in full compliance with all of the terms, covenants, and conditions of the Project Documents, and shall have fully paid all Assessments and/or Additional Charges due.

2.9 Proxies. The votes appertaining to any Lot or Unit may be cast pursuant to a proxy or proxies fully executed by or on behalf of the Owner, or in cases where the Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual written notice to the person presiding over the meeting, by the Owner or Owners that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by the Owner or Owners as the case may be.

2.10 Action Without Meeting of Members. Any action that may be taken at any annual, regular or special meeting of the Owners as members of the Association may be taken without a meeting and without prior notice, if one or more written consents, setting forth the action taken, are signed by members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted, as authorized pursuant to Section 16-6a-707 of the Utah Code, as such Section may be subsequently amended or replaced.

2.11 Action by Written Ballot. Any action that may be taken at any annual, regular or special meeting of the Owners as members of the Association may be taken without a meeting, if the Association delivers a written ballot to every member entitled to vote on the matter pursuant to the provisions and procedures set forth in Section 16-6a-709 of the Utah Code, as such Section may be subsequently amended or replaced.

ARTICLE 3 **BOARD OF DIRECTORS**

3.1 Powers and Duties. The affairs and business of the Association shall be managed by the Board of Directors in accordance with the Declaration. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and may do all such acts and things appropriate and necessary to operate, manage, maintain, control and regulate the Project. The Board of Directors shall have the power from time to time to adopt any rules and regulations deemed proper for the exercise of its management powers. The Board of Directors may delegate its authority to a manager or managers.

3.2 Composition of Board of Directors. The Board of Directors shall be composed of at least three (3) but no more than nine (9) members. Only individual Owners or officers or agents of organizational Owners shall be eligible for Board of Directors membership.

3.3 Election and Terms of Office of the Board of Directors. The election and terms of the Board of Directors shall be carried out in accordance with the provisions of the Declaration. The initial Board shall be composed of three (3) directors appointed by Declarant, which initial

Board shall be controlled by Declarant until the expiration of the Class B Control Period. At the first meeting after the expiration of the Class B Control Period, five (5) members of the Board of Directors shall be elected by the Owners. Three members of the Board of Directors shall be elected for two-year terms and two members of the Board of Directors shall be elected for a one-year term. Thereafter, all members of the Board of Directors shall be elected for two-year terms. At the expiration of the member's term, a successor shall be elected.

3.4 Initial Meeting. The first meeting of the members of the Board of Directors shall be immediately following the annual meeting of the Association, or at such other time and place designated by the Board of Directors.

3.5 Regular Meetings. Regular meetings of the Board of Directors shall be held from time to time and at such time and place as shall be determined by a Majority of the members of the Board of Directors.

3.6 Special Meetings. Special meetings of the Board of Directors may be called by the President, Vice-President or a Majority of the members on at least forty-eight (48) hours' prior notice to each member. Such notice shall be given personally, by regular U.S. mail postage prepaid, by telephone, or as otherwise authorized by Section 7.1 of these Bylaws, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Board of Directors shall be valid for any and all purposes.

3.7 Waiver of Notice. Before or at any meeting of the Board of Directors, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Board of Directors shall constitute a waiver of notice. If all the members are present at any meeting of the Board of Directors, no notice shall be required, and any business may be transacted at such meeting.

3.8 Board of Director's Quorum. At all meetings of the Board of Directors, a Majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the Majority of all the Board of Directors members present at a meeting at which a quorum is present shall be deemed to be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the Majority of those present may adjourn the meeting from time to time but for no longer than two (2) days. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.9 Vacancies. Vacancies in the Board of Directors caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the Majority of the remaining members of the Board of Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Board of Directors; and each person so elected shall be a member for the remainder of the term of the member so replaced and until a successor is elected at the next annual meeting of the Association. A vacancy created by the removal of a member by a vote of the Association shall be filled by the election and vote of the Association.

3.10 Removal of Board of Directors Member. A member may be removed with or without cause, and his or her successor elected, at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a Majority of the members of the Association. Any member whose removal has been proposed by the Owners shall be given at least thirty (30) days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Board of Directors member who fails on three successive occasions to attend Board of Directors meetings (whether regular or special) or who has failed to attend at least twenty-five percent (25%) of all Board of Directors meetings (whether regular or special) held during any twelve (12) month period shall automatically forfeit his or her seat. In such cases, the remaining Board of Directors members shall elect a replacement to sit on the Board of Directors until the next meeting of the Association.

3.11 Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a Minute Book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

3.12 Report of Board of Directors. The Board of Directors shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

3.13 Executive Session. The Board of Directors may, with approval of a majority of a quorum, adjourn a meeting and reconvene in an executive session to discuss and vote upon private, confidential, sensitive or personnel matters, litigation, and orders of business of a similar nature. The nature of any and all business to be considered in an executive session shall first be announced in open session.

3.14 Action Without a Formal Meeting. Any action to be taken at a meeting of the Board of Directors may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all members of the Board of Directors.

ARTICLE 4 **OFFICERS**

4.1 Designation. The principal officers of the Association shall be a President, a Vice-President, and a Secretary/Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint assistant secretaries and such other officers as in its judgment may be necessary. All officers shall also be members of the Board of Directors. Two (2) or more offices may be held by the same person, except that the President shall not hold any other office.

4.2 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any vacancy in an office shall be filled by the Board of Directors at a regular meeting or special meeting called for such purpose.

4.3 Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, with or without cause, at any time by the affirmative vote of a majority of the

Board of Directors, and his or her successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purposes. Provided, however, if a member of the Board of Directors is removed as an officer, he or she shall continue to be a member of the Board of Directors.

4.4 President. The President shall be the chief executive officer; he or she shall preside at meetings of the Association and the Board of Directors and shall be an ex-official member of all committees; he or she shall have general and active management of the business of the Board of Directors and shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she shall have all of the general powers and duties which are usually vested in or incident to the use of president of a stock corporation organized under the laws of the State of Utah.

4.5 Vice-President. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors or the President shall prescribe. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint a member of the Board of Directors to do so on an interim basis.

4.6 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him for that purpose and shall perform like duties for committees when required. He or she shall give, or cause to be given, notices for all meetings of the Association and the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board of Directors including resolutions.

4.7 Treasurer. The Treasurer shall have custody of all funds and securities that are not under the control of the Manager, and with the assistance of the Manager shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such federally insured depositories as may be designated by the Board of Directors. He or she shall disburse funds as ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Project.

ARTICLE 5 **FISCAL YEAR**

The fiscal year of the Association shall be the calendar year consisting of the twelve (12) month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board of Directors should it be deemed advisable or in the best interests of the Association.

ARTICLE 6
AMENDMENT TO BYLAWS

6.1 Amendment.

(a) By the Board. The Board may amend the Bylaws at any time to add, change, or delete a provision, unless:

(i) this Section or the Articles of Incorporation or Bylaws:

(A) reserve the power exclusively to the Members in whole or part; or

(B) otherwise prohibit the Board from amending the Bylaws to add, change, or delete a provision; or

(ii) it would result in a change of the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class.

(b) By the Members.

(i) Unless otherwise provided by the Bylaws, the Members may amend the Bylaws even though the Bylaws may also be amended by the Board.

(ii) Amendments to the Bylaws by Members shall be made in accordance with Sections 16-6a-1003 and 16-6a-1004 of the Utah Code Annotated as if each reference in Sections 16-6a-1003 and 16-6a-1004, as amended or supplemented, to the Article of Incorporation was a reference to the Bylaws.

6.2 Recording. An amendment to these Bylaws shall become effective immediately upon recordation in the Office of the Recorder of Washington County, Utah.

ARTICLE 7
NOTICE

7.1 Fair and Reasonable Notice. Notice given in accordance with the provisions of the Act shall be considered fair and reasonable notice. The Association may give notice by text message, e-mail, the Association website, or other electronic notice; provided, however, an Owner may by making a written demand to the Association require written notice. If such written demand is made, then all notices, demands, bills, statements, or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by regular U.S. Mail postage prepaid, a) if to an Owner, at the address of such Owner's Lot or Unit and at such other address as the Owner may have designated by notice in writing to the Secretary; or b) if to the Board of Directors or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

7.2 Waiver of Notice. Whenever any notice is required to be given by the Project Documents, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE 8
COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

8.1 Compliance. These Bylaws are set forth in compliance with the requirements of the Declaration.

8.2 Conflict. These Bylaws are subordinate to and subject to all provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control.

8.3 Severability. If any provision of these Bylaws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and, to this end, the provisions hereof are declared to be severable.

8.4 Waiver. No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

8.5 Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

8.6 Gender and Grammar. Whenever in these Bylaws the context so requires, the singular number shall refer to the plural and the converse; and the use of any gender shall be deemed to include both masculine and feminine.

8.7 Liability of Board of Directors Members. Neither the members of the Board of Directors nor the officers of the Association shall be liable to any Owner, Resident or person for any damage, loss or liability arising out of or caused by their voluntary participation as a member of the Board of Directors, including but not limited to any claims due to negligence, mistake of judgment, or for any acts or omissions made in good faith. In addition, the Owners and Residents, by virtue of their taking title to or possession of a Lot or Unit, agree to indemnify, defend and hold harmless the members of the Board of Directors and officers of the Association from and against any and all claims arising out of or caused by their voluntary participation as a member of the Board of Directors or officer of the Association to the extent any damage, loss or liability is not covered by insurance, unless caused by gross negligence or willful neglect.

8.8 Attorneys' Fees, Assessments and Costs. If an Owner or Resident, or their families, guests or invitees shall, at any time, violate the terms, covenants or conditions of these Bylaws, and the Board of Directors shall be required to take action to enforce the same, regardless of whether a lawsuit is commenced, the Owner or Resident shall reimburse the Board of Directors for all costs and expenses, including but not limited to reasonable attorneys' fees. To secure payment of any unpaid costs or Assessments, the Board of Directors shall have the right and power

to file a lien against the Lot or Unit owned or occupied, and may proceed to collect the same by judgment or foreclosure. In the event of a breach or anticipated breach by an Owner or Resident, or by their family, guests or invitees, of any of the terms, covenants, or conditions of these Bylaws, the Board of Directors shall have, in addition to any other remedies provided by law equity, the right to injunctive relief and damages.

8.9 Persons Bound. All references herein to an Owner, Resident, tenant, renter, lessee, guest, or invitee shall be deemed to include their respective executors, administrators, employees, representatives, successors and assigns, and the terms, covenants, and conditions herein contained shall apply to and be binding upon them.

Dated this ____ day of _____, 2023.

LONG VALLEY OWNERS ASSOCIATION,
a Utah nonprofit corporation

By: _____
Name: _____
Title: _____

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

The foregoing copy of the Second Amended and Restated Bylaws of Long Valley Owners Association was acknowledged before me this ____ day of _____, 2023, by _____ in such person's capacity as the _____ of Long Valley Owners Association, a Utah nonprofit corporation.

NOTARY PUBLIC