

Amended Restrictive Covenants Page 1 of 83
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Record against Exhibit A

DECLARATION OF CONSOLIDATION

AND

FIRST AMENDED & RESTATED MASTER
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATION OF EASEMENTS

AND SUPPLEMENTAL DECLARATION

FOR

WOODLAND ESTATES
(A Planned Mixed-Density Residential Development)

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**MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATION OF EASEMENTS**

AND SUPPLEMENTAL DECLARATION

FOR

WOODLAND ESTATES

(a Planned Mixed Density Residential Development)

This Declaration of Consolidation and First Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and Supplemental Declaration for Woodland Estates ("Amended and Restated Master Declaration"), a planned mixed density residential development, is made and executed by the Members of the Woodland Estates Master Owners Association ("Master Association"), the Woodland Estates Patio Homeowners Association, Inc. ("Patio Home Association") and the Woodland Estates Townhome Owners Association, Inc. ("Townhome Association") and shall be effective upon recording with the Recorder for Washington County, Utah. The capitalized terms used in the Preamble are defined in Section 1, below.

RECITALS

A. These covenants, conditions, restrictions, easements, and limitations shall run with the land described in Exhibit A and shall be binding and burden all parties having or acquiring any right, title or interest to the property described in Exhibit A ("Master Development").

B. On April 14, 2020 the Declarant recorded an initial Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements as Document No. 20200018184 in the Official Records on file in the Office of the Recorder of Washington County, State of Utah wherein it was required that the Master Development be developed with certain common objectives, and that Owners of Lots and Units within the Master Development and their respective Neighborhoods will have certain common interest ("Master Declaration"). The Master Declaration contemplated that the Master Development and any other area of the Annexable Territory added to Master Development would be developed with objectives designed to benefit all the property within the Master Development, even though the neighborhoods within the Master Development may be of different types residences and character. This common development scheme created by Declarant imposes reciprocal burdens and benefits on all of the Master Development.

C. On April 14, 2020 the Declarant recorded a Neighborhood Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for the neighborhood within the Master Development to be known as the Woodland Estates Townhomes as Document No. 20200018185 in the Official Records on file in the Office of the Recorder of Washington County, State of Utah ("Townhome Sub-Declaration").

D. On July 2, 2020 the Declarant recorded a Neighborhood Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for the neighborhood within the Master Development to be known as the Woodland Estates Patio Homes as Document No. 20200033781 in the Official Records on file in the Office of the Recorder of Washington County, State of Utah ("Patio Home Sub-Declaration").

E. The general plan of development of the Master Development included forming three corporations pursuant to the Utah Revised Nonprofit Corporations Act with one corporation being the Master Association, and two of them being sub-associations of the Master Association and known as the Patio Home Association and the Townhome Association. The general plan of the Master Development was to assign and endow the Master Association and the two sub-associations with powers to (1) own, maintain and administer the property that would be designated on recorded plats as Master Association Property, Patio Home Common Areas and Townhome Common Areas, respectively, (2) administering and enforcing the Governing Documents of each Association, and (3) collecting and disbursing Assessments.

F. On April 26, 2019 Articles of Incorporation for the Master Association were filed with and accepted by the Utah Division of Corporations and Commercial Code, thus officially creating said Association.

G. On that same date (April 26, 2019) Articles of Incorporation for the Patio Home Association and the Townhome Association were filed with and accepted by the Utah Division of Corporations and Commercial Code, thus officially creating said Associations.

H. On July 29, 2020 Woodland Estates Washington Fields, LLC (“Declarant”) recorded a first amendment to the Master Declaration as Document No. 20200039393 in the Official Records on file in the Office of the Recorder of Washington County, State of Utah (“Master 1st Amendment”).

I. On October 7, 2020, Declarant made subject to the Townhome Declaration all of Phase 1B of the Woodland Estates Townhomes Neighborhood within the Master Development by recording an instrument entitled “Supplemental Neighborhood Declaration for Woodland Estates Townhomes – Phase 1B” as Document No. 20200055684 in the Official Records on file in the Office of the Recorder of Washington County, State of Utah (“Townhome Phase 1B Supplement”).

J. On March 12, 2021, Declarant made subject to the Townhome Declaration all of Phase 2 of the Woodland Estates Townhomes Neighborhood within the Master Development by recording an instrument entitled “Supplemental Neighborhood Declaration for Woodland Estates Townhomes – Phase 2” as Document No. 20210017802 in the Official Records on file in the Office of the Recorder of Washington County, State of Utah (“Townhome Phase 2 Supplement”).

K. On March 12, 2021, Declarant made subject to the Townhome Declaration all of Phase 3 of the Woodland Estates Townhomes Neighborhood within the Master Development by recording an instrument entitled “Supplemental Neighborhood Declaration for Woodland Estates Townhomes – Phase 3” as Document No. 20210017809 in the Official Records on file in the Office of the Recorder of Washington County, State of Utah (“Townhome Phase 3 Supplement”).

L. On November 3, 2021, Declarant made subject to the Townhome Declaration all of Phase 4 of the Woodland Estates Townhomes Neighborhood within the Master Development by recording an instrument entitled “Supplemental Neighborhood Declaration for Woodland Estates Townhomes – Phase 4” as Document No. 20210070914 in the Official Records on file in the Office of the Recorder of Washington County, State of Utah (“Townhome Phase 4 Supplement”).

M. On March 12, 2021, Declarant made subject to the Patio Home Declaration all of Phase 2 of the Woodland Estates Patio Homes Neighborhood within the Master Development by recording an instrument entitled “Declaration of Annexation for Woodland Estates Patio Homes, Phase 2” as Document No. 20210017795 in the Official Records on file in the Office of the Recorder of Washington County, State of Utah (“Patio Home Phase 2 Supplement”).

N. On June 29, 2022, Declarant made subject to the Patio Home Declaration all of Phase 3 of the Woodland Estates Patio Homes Neighborhood within the Master Development by recording an instrument entitled “Declaration of Annexation for Woodland Estates Patio Homes, Phase 3” as Document No. 20220033013 in the Official Records on file in the Office of the Recorder of Washington County, State of Utah (“Patio Home Phase 3 Supplement”).

O. On March 1, 2022, Declarant made subject to the Patio Home Declaration all of Phase 4 of the Woodland Estates Patio Homes Neighborhood within the Master Development by recording an instrument entitled "Declaration of Annexation for Woodland Estates Patio Homes, Phase 4" as Document No. 20220012229 in the Official Records on file in the Office of the Recorder of Washington County, State of Utah ("Patio Home Phase 4 Supplement").

P. On or about _____, 2023 at a combined Meeting of the Master Association, the Townhome Association and the Patio Home Association a special election (the "Consolidation Election") occurred whereby more than sixty-seven percent (67%) of the Total Votes of the Owners of said Associations (including the Declarant) voted to:

- i. Have the Townhome Board terminate and release the Townhome Sub-Declaration as supplemented by the Townhome Phase 1B Supplement, the Townhome Phase 2 Supplement, the Townhome Phase 3 Supplement and the Townhome Phase 4 Supplement effective immediately;
- ii. Have the Townhome Board convey any dedicated Townhome Common Area to the Master Association;
- iii. Have the Townhome Board dissolve the Townhome Association effective immediately after recording the instruments necessary to effectuate the termination/release;
- iv. Have the Patio Home Board terminate and void the Patio Home Sub-Declaration as supplemented by the Patio Home Phase 2 Supplement, the Patio Home Phase 3 Supplement and the Patio Home Phase 4 Supplement effective immediately;
- v. Have the Patio Home Board convey any dedicated Patio Home Common Area to the Master Association;
- vi. Have the Patio Home Board dissolve the Patio Home Association effective immediately after recording the instruments necessary to effectuate the termination/release;
- vii. Amend & restate the Master Declaration as amended by the Master 1st Amendment, to incorporate all covenants, conditions and restrictions and reservations of easements unique to the Townhome Sub-Declaration and the Patio Home Sub-Declaration and to vest the power of enforcement, assessment and maintenance set forth said sub-Declarations solely in the Master Association ("Amended & Restated Master Declaration");
- viii. Annex Phases 1, 1B, 2, 3 and 4 of the Woodland Estates Townhomes Neighborhood (as contained within the legal description in Exhibit A) to the Amended & Restated Master Declaration/Master Development in the Official Records on file in the Office of the Recorder of Washington County, State of Utah, through this Amended & Restated Master Declaration/supplemental declaration;
- ix. Annex Phases 1, 2, 3 and 4 of the Woodland Estates Patio Homes Neighborhood (as contained within the legal description in Exhibit A) to the Amended & Restated Master Declaration/Master Development in the Official Records on file in the Office of the Recorder of Washington County, State of Utah, through this Amended & Restated Master Declaration/supplemental declaration;

Q. In order to effectuate the outcome of the Consolidation Election, Declarant makes this Amended &

Restated Master Declaration to implement a new and improved development, enforcement, assessment and maintenance scheme whereby portions of the Master Development will be transferred, encumbered, leased, used and improved subject to this Amended & Restated Master Declaration, which is for the purpose of enhancing the attractiveness and desirability of the Master Development. The covenants, conditions, restrictions, reservations, easements and equitable servitudes in this Amended & Restated Master Declaration will (1) run with and burden the Master Development and be binding upon all Persons having or acquiring any interest in a Lot, Unit or common area within the Master Development, their heirs, successors and assigns; (2) inure to the benefit of the Master Association and all interests therein; (3) inure to the benefit of and be binding upon Declarant and its respective successors-in-interest, each Owner and each Owner's successors in interest; and (4) may be enforced by Declarant, any Owner and the Master Association.

R. The purpose and intent of this Amended and Restated Master Declaration is to merge and consolidate all Lots, Units and Common Area within the Master Development into the Master Association, with all Lots and Units being subject to the covenants, conditions and restrictions set forth in this Amended and Restated Master Declaration.

S. The interests and assets of the Patio Home Association and the Townhome Association (neither corporation issues stock to its members), and the interests of the members of the Patio Home Association and the Townhome Association shall be reallocated equally upon consolidation to all members of the Master Association and/or the Master Association. Each Owner of a Lot or Unit shall have an equal interest in the Master Association, the consolidated and surviving entity. Additional terms of consolidation are set forth in the Plan of Merger which has been voted on and approved by the membership of the Master Association, the Patio Home Association and the Townhome Association.

NOW, THEREFORE, to accomplish the Members'/Owners' objectives this Amended and Restated Master Declaration is hereby adopted. The original Master Declaration, the Master 1st Amendment, the Townhome Sub-Declaration, the Townhome Phase 1B Supplement, the Townhome Phase 2 Supplement, the Townhome Phase 3 Supplement, the Townhome Phase 4 Supplement, the Patio Home Sub-Declaration, the Patio Home Phase 2 Supplement, the Patio Home Phase 3 Supplement, and the Patio Home Phase 4 Supplement are hereby restated, amended and replaced by this Amended and Restated Master Declaration. It is the intent of the Declarant and the other Members/Owners that this Amended and Restated Master Declaration replace all prior governing documents of the Patio Home Association and Townhome Association and that this Amended and Restated Master Declaration be the sole set of restrictive covenants governing the Lots, Units, the Common Area within the property described herein as Exhibit A, and the Master Association; and

Notwithstanding any language herein to the contrary the following are not renounced, rescinded, revoked, replaced or amended: the Plat (as defined herein); the submission and dedication of the property of the Master Development described in Exhibit "A" to the provisions of the Act (as defined herein) and this Amended and Restated Master Declaration; the incorporation of the Master Association, and the Articles of Incorporation of the Master Association on file with the State of Utah; and any other provision, paragraph, or section that is required to maintain the legal status of the Master Association as a Utah community association which, if repealed, would nullify the legal status of the Master Association; and

It is hereby declared that the Lots and Units within the Master Development shall be held, sold, conveyed, lease, rented, encumbered and used, subject to this Amended and Restated Master Declaration and the covenants, restrictions, limitations and conditions contained herein, all of which shall constitute covenants which run with the land and shall be a burden and a benefit on the property and shall be binding on and be for the benefit of the Master Association and all Owners of Lots and Units or any other part of the Master Development, together with their grantees, successors, heirs, executors, administrators, devisees

and assigns, as set forth herein.

It is further declared that the Master Association is the legal successor for all purposes of the Patio Home Association and the Townhome Association, that all operations and activities of the Patio Home Association and the Townhome Association are consolidated into the Master Association, and that the Master Association holds all powers, rights, obligations, assets, and liabilities of the Master Association, Patio Home Association and the Townhome Association.

It is further acknowledged by the membership of the Master Association, the Patio Home Association and the Townhome Association that the plan of merger and consolidation of the three associations is approved.

The statements set forth in the above Recitals are hereby approved and accepted as accurate and shall constitute part of this Amended and Restated Master Declaration.

INTRODUCTION TO THE MASTER DEVELOPMENT

Declarant has established this Amended & Restated Master Declaration to provide a governance structure for the Neighborhoods that make up the Master Development. Under this Amended & Restated Master Declaration, the Master Association will solely manage, maintain and govern the Master Development and all Neighborhoods of the Master Development. The Master Association's powers are described in Section 5 below. The Master Association's business is overseen by its Board of Directors. Day-to-day activities are supervised by the Master Association's officers and the Community Manager. The Architectural Review Committee or ARC is a committee of the Master Association formed to have jurisdiction over design, development and aesthetics in the Master Development.

To encourage a sense of community in the Master Development, this Master Declaration provides for Special Benefit Areas as an alternative to the creation of multiple Neighborhood Sub-Associations. The Special Benefit Areas permit Neighborhoods to receive extra services or other benefits from the Master Association and to pay for these benefits above the basic level of the Common Assessments for the entire community.

AMENDED & RESTATED MASTER DECLARATION

1. DEFINITIONS AND INTERPRETATION.

Unless the context clearly indicates otherwise, certain terms as used in this Amended and Restated Master Declaration and the foregoing Recitals shall have the meanings set forth in this Section.

1.1. *Act* means the Community Association Act (Title 57, Chapter 8a, Utah Code, as amended).

1.2. *Architectural Review Committee* or *ARC* means the Architectural Review Committee created pursuant to Section 6, below.

1.3. *Annexable Territory* means the real property which may be made subject to this Master Declaration by following the procedure established in this Master Declaration.

1.4. *Architectural Guidelines* mean the design standards, guidelines, procedures and rules adopted pursuant to Section 6, below.

1.5. *Articles* mean the Articles of Incorporation of the Master Association as amended or restated.

1.6. *Assessment* means any Common Assessment, Capital Improvement Assessment, Compliance Assessment, Reconstruction Assessment or Special Assessment.

1.7. *Assessment Unit* means a unit of value assigned to Lots and Units that is used to calculate each Lot or Unit's share of Common Expenses and to establish the number of votes assigned to each Lot or Unit.

1.8. *Board or Board of Directors* means the Master Association's Board of Directors.

1.9. *Budget* means a written, itemized estimate of the Master Association's income and Common Expenses.

1.10. *Building(s)* means the buildings constructed on the property of the Master Development, including buildings constructed as part of a Townhome Neighborhood as described herein.

1.11. *Bylaws* mean the Amended and Restated Bylaws of the Master Association in the form of **Exhibit "B"**, as amended or restated.

1.12. *Capital Improvement* means any improvement with a useful life of more than three (3) years.

1.13. *Capital Improvement Assessment* means a charge against the Owners and their Lots and Units representing a portion of the cost to the Master Association for installing or constructing Capital Improvements on the Master Association Property. Capital Improvement Assessments will be levied in the same proportion as Common Assessments.

1.14. *City* means St. George City, Utah, and its various departments, divisions, employees and representatives.

1.15. *Close of Escrow* means the date on which a deed is recorded conveying a Lot or Unit to a member of the public. The term "Close of Escrow" does not include the recordation of a deed between Declarant and any successor to any rights of the Declarant.

1.16. *Common Area* means land within the Master Development (a) owned or maintained by the Master Association for the primary benefit of the Owners within the Master Development, or (b) identified on a Recorded Plat for a portion of the Master Development as "common area" or "limited common area". Roadways and parking areas, to the extent they are private and not dedicated to the City in a Recorded Plat are considered Common Areas as well. In a Patio Home Neighborhood Common Areas includes all portions of the Patio Home Neighborhood other than the Lots, as described in Section 3.1, as well as the open space areas of the Patio Home Neighborhood, the common landscaping of the Patio Home Neighborhood, the non-public roadways, streets and walkways, if any, within the Patio Home Neighborhood, as well as any other areas in the Patio Home Neighborhood that are not designated as a Lot

on a final Plat. In a Patio Home Neighborhood, Common Areas shall also include, but are not limited to, the grounds and open space areas designated as part of the Master Common Areas, Patio Home Common Areas or Common Areas on a final Plat for the Patio Home Neighborhood; all landscaping; all fencing installed by Declarant; all apparatuses and installations existing for common use; all utility pipes, lines or systems providing water, sewer, power, phone, internet and natural gas service to two (2) or more Lots or Residences on Lots connected by a Common Wall. In a Townhome Neighborhood Common Areas includes, but is not limited to, the foundation, columns, girders, beams, supports, exterior and bearing walls that provide support for, or are load-bearing for, two (2) or more Units or a Building as a whole. The Common Areas in a Townhome Neighborhood also include the roofs, attics and rooftops of the Buildings; the grounds and certain parking areas in the Townhome Neighborhood, if any, designated as part of the Master Common Areas, Townhome Common Areas or Common Areas on the Plat; all landscaping; all fencing installed by Declarant; the park-strips (if any) designated as Common Areas on the Plat(s); all apparatuses and installations existing for common use; all utility pipes, lines or systems provide water, sewer, power, phone, internet and natural gas service to two (2) or more Units and the Limited Common Areas, if any. Common Areas include those areas identified within a final Plat for any portion of the Master Development as Common Area, Master Common Area, Patio Home Common Area or Townhome Common Area and shall also include the Master Association Property.

1.17. *Common Assessment* means a charge against the Owners and their Lots or Units to be used to satisfy Common Expenses. Common Assessments are composed of a "General Assessment Component" and, possibly, a "Special Benefit Area Assessment Component," as provided in Section 9.4.

1.18. *Common Expenses* means those expenses for which the Master Association is responsible under this Amended & Restated Master Declaration, including, but not limited to, the actual and estimated costs of: a) maintaining, managing and operating the Master Association Property and Common Area, b) unpaid Capital Improvement Assessments, Common Assessments, Compliance Assessments and Reconstruction Assessments, c) any commonly metered utilities or other commonly metered charges not paid for by the Master Association, d) managing and administering the Master Association, e) Compensation paid by the Master Association to managers, accountants, attorneys and Master Association employees and contractors, e) all utilities, landscaping, trash pickup and other services benefiting the Master Association Property or Common Area, f) maintaining uniform address identification signs, g) fire, casualty and liability insurance, worker's compensation insurance, and other insurance covering the Master Development and the directors, officers and agents of the Master Association, h) bonding the members of the Master Association Board of Directors, its officers and other representatives, i) taxes paid by the Master Association, j) amounts paid by the Master Association for discharge of any lien or encumbrance levied against the Master Development, k) reasonable reserves, l) providing protective services for the Master Association Property or other portions of the Master Development, m) payments under contracts entered into by the Master Association, n) expenses designated as Common Expenses in Supplemental Declarations, o) all other expenses incurred by the Master Association for any reason whatsoever in connection with the Master Development, for the common benefit of the Owners.

1.19. *Common Wall(s)* means the wall located between any two adjoining Residences, Units or Lots. In a Patio Home Neighborhood, Common Wall shall mean the wall between any two adjoining homes (twin homes) within the Patio Home Neighborhood and are subject to the provisions of Section 10 below. In a Townhome Neighborhood, Common Wall shall mean the walls in each Building that divide and are located between any two (2) adjoining Units in a Building and are subject to the provisions of Section 10 below.

1.20. *Community Guidelines* mean the Community Guidelines as adopted, amended or restated by the Board.

1.21. *Compliance Assessment* means a charge against a particular Owner directly attributable to or reimbursable by that Owner equal to the cost incurred by the Master Association for corrective action

performed pursuant to the Governing Documents, or a fine or penalty assessed by the Board, plus interest and other charges on such Compliance Assessments as provided for in the Governing Documents. Compliance Assessments may include any collection costs, expenses and reasonable attorneys' fees.

1.22. *Declarant* means WOODLAND ESTATES WASHINGTON FIELDS, LLC, a Utah limited liability company, its successors and any Person to which it shall have assigned any rights hereunder by express written assignment. Any such assignment may include some or all of the rights of the Declarant and may be subject to such purposes, conditions or limits as Declarant may impose in its sole and absolute discretion. As used in this definition "successor" means a Person who acquires Declarant or substantially all of its assets, or who merges with Declarant, by sale, merger, reverse merger, consolidation, sale of stock or assets, operation of law or otherwise.

1.23. *Declarant Affiliate* means any person directly or indirectly controlling, controlled by or under common control with Declarant, and shall include, without limitation, any general or limited partnership, limited liability company, limited liability partnership or corporation in which Declarant (or another Declarant Affiliate) is a general partner, managing member or controlling shareholder.

1.24. *Exempt Lot(s)* means each Lot in a Patio Home Neighborhood while owned by Declarant or a Declarant Affiliate, until the earliest to occur of (i) the acquisition of title to the Lot by a person or entity other than Declarant or a Declarant Affiliate, or (ii) the three hundred and sixtieth (360th) day after the City issues a certificate of occupancy for a home constructed upon a Lot. Each Lot that has a home constructed upon it or each Unit (regardless of elapsed time since the issuance of a certificate of occupancy) that Declarant or a Declarant Affiliate uses as a model home or sales office shall be an "Exempt Lot" or "Exempt Unit."

1.25. *Exempt Unit(s)* means each Unit in a Townhome Neighborhood while owned by Declarant or a Declarant Affiliate, until the earliest to occur of (i) the acquisition of title to the Unit by a person or entity other than Declarant or a Declarant Affiliate, or (ii) the three hundred and sixtieth (360th) day after the City issues a certificate of occupancy for the Unit. In addition, each Lot that does not contain a fully-constructed Unit shall be an "Exempt Unit," and each model Unit owned by the Declarant shall be an "Exempt Unit" so long as the same is used as a model Unit by the Declarant, a Declarant Affiliate, or their assign(s).

1.26. *Family* means (a) one Person or a group of natural Persons related to each other by blood, marriage or adoption, or (b) a group of natural Persons defined by St. George City Code to be a family.

1.27. *FHA* means the Federal Housing Administration of the United States Department of Housing and Urban Development and its successors.

1.28. *FHLMC* means the Federal Home Loan Mortgage Corporation created by Title II of the Emergency Home Finance Act of 1970, and its successors.

1.29. *Fiscal Year* means the fiscal accounting and reporting period of the Master Association.

1.30. *FNMA* means the Federal National Mortgage Association, a government-sponsored private corporation established pursuant to Title VIII of the Housing and Urban Development Act of 1968, and its successors.

1.31. *General Operating Fund* means the fund created for current expenses of the Master Association, exclusive of current expenses attributable to the Special Benefit Areas, pursuant to Section 9.

1.32. *General Reserve Fund* means the fund created for the deposit of Reserves of the Master Association, exclusive of Reserves attributable to the Special Benefit Areas, pursuant to Section 9.

1.33. *GNMA* means the Government National Mortgage Association administered by the United States Department of Housing and Urban Development, and its successors.

1.34. *Governing Documents* mean this Amended & Restated Master Declaration, all Supplemental Declarations, the Articles, Bylaws, the Architectural Guidelines and the Community Guidelines.

1.35. *Improvement* means any structure, vegetation or appurtenance including buildings, walkways, irrigation systems, garages, roads, driveways, parking areas, fences, walls, stairs, decks, landscaping, antennae, the paint on all exterior surfaces, windbreaks, patio covers, railings, gates, poles, exterior air conditioning and water-softening fixtures or equipment. The Architectural Guidelines may identify additional items that are Improvements.

1.36. *Lease* means any agreement for the leasing or rental of any portion of the Master Development, including Lots, Buildings, Units and Common Areas.

1.37. *Local Governmental Agency or Local Governmental Agencies* means the City or any other city, county, special district or any agency of the foregoing that has authority over the Master Development or any portion thereof of the construction and development of the Master Development.

1.38. *Lot* means a lot or parcel of land shown on a recorded final Plat of any portion of the Master Development, including any Lot in any phase of the Patio Home Neighborhood and the Lot underneath a Unit in the Townhome Neighborhood, but not the Master Association Property and the Common Area. Lot will also mean any portion of a lot or parcel of land designated as a Lot in a Recorded Supplemental Declaration. In a Patio Home Neighborhood only single family residences may be constructed on a Lot, and, in addition to the footprint of the Home, a Lot also includes the driveway connecting the Lot to the road. In a Townhome Neighborhood, each townhome Unit will be constructed on a Lot, and ownership of the Lot and the Unit (when constructed on a Lot) shall be inseparable, and any conveyance of a Lot shall operate to convey title to the Unit constructed on the Lot and any conveyance of a Unit shall operate to convey title to the Lot on which the Unit is located.

1.39. *Limited Common Areas* mean those areas designated on a final plat for a Townhome Neighborhood as being Limited Common Areas or those areas designed on a final plat for a Patio Home Neighborhood. Limited Common Areas are dedicated to the exclusive use and enjoyment of the Owners of Units to which such Limited Common Area is adjacent and/or appurtenant, subject to rights of the Master Association.

1.40. *Maintenance Funds* mean the accounts created for the Master Association receipts and disbursements pursuant to Section 9.

1.41. *Manager or Community Manager* means the Person who provides professional community management for the Master Association and the Master Development.

1.42. *Master Association* means the WOODLAND ESTATES MASTER ASSOCIATION, a Utah non-profit corporation, its successors and assigns.

1.43. *Master Association Property* means all the real property and Improvements, whether annexed to the Master Development or not, which are owned in fee simple by the Master Association, or for which the Master Association has rights or obligations by easement, lease, encroachment permit, license

or other agreement. Master Association Property may include areas on public property designated by a Local Governmental Agency for maintenance by the Master Association pursuant to this Master Declaration, any Supplemental Declaration, any agreement or Recorded Plat. Master Association Property will include the clubhouse and associated Improvements to be constructed for the beneficial use of the Owners, their guests and invitees. All main utility trunk lines, pipeworks, wires, cables, conduits and transformers located within the Master Development, whose dedication to the public utility is rejected shall also be considered dedicated to the Master Association. Master Association Property includes all property identified as Patio Home Common Areas pursuant to the Patio Home Sub-Declaration or plats, as amended and supplemented, and all property identified as Townhome Common Areas pursuant to the Townhome Sub-Declaration or plats, as amended and supplemented. All Master Association Property is Common Area.

1.44. *Master Declaration or Amended & Restated Master Declaration* means this entire instrument, and its exhibits, as amended or restated.

1.45. *Master Development* means the WOODLAND ESTATES, a planned mixed density residential development located in St. George, Utah comprising of two Neighborhoods – the Townhome Neighborhood and the Patio Home Neighborhood.

1.46. *Manager* means the person, firm or company, if any, designated from time to time by the Master Association to manage, in whole or in part, the affairs of the Master Association and the neighborhoods which are a part of the Master Development.

1.47. *Member* means any Person, by virtue of being an Owner, holds a Membership and the Declarant.

1.48. *Membership* means the property, voting and other rights and privileges, duties and obligations of Members.

1.49. *Mortgage* means any mortgage, deed of trust or other security instrument Recorded against one or more Lots, Units, Common Areas or other portions of the Master Development to secure the performance of an obligation. A *First Mortgage* is a Mortgage having priority as to all other Mortgages encumbering a Lot or Unit or any part thereof or interest therein.

1.50. *Mortgagee* means a Person to whom a Mortgage is made and includes the beneficiary under a Mortgage or the assignees of such Mortgage identified in a Recorded assignment of rights under the Mortgage, a beneficiary of a deed of trust, or any insurer or guarantor of such person or entity under such Mortgage.

1.51. *Neighborhood* means an area in the Master Development where one specific type of residences (Townhome or Patio Home) to the exclusion of the other, are located. As each portion of the Annexable Territory is added to the Master Development, the Supplemental Declaration adding the property will identify the Neighborhood to which the property is assigned. For purposes of this Master Declaration, the Townhome Neighborhood and the Patio Home Neighborhood are the only two neighborhoods within the Master Development.

1.52. *Notice and Hearing* means written notice and a hearing before the Board as provided in the Bylaws, this Master Declaration or Community Guidelines.

1.53. *Owner* means the Person or Persons, including Declarant, holding fee simple interest of record to any Lot or Unit. The term “Owner” includes a seller under an executory contract of sale but

excludes Mortgagees. A Supplemental Declaration may change the definition of the term "Owner" as it applies to a Neighborhood. The term "Owner" shall not refer to any Mortgagee, unless such Mortgagee has acquired title for other than security purposes.

1.54. *Patio Home Neighborhood* means that portion of the Master Development that has a Plat Recorded against it designating Lots with patio style twin home Residences located thereon as well as Common Areas and Master Association Property. The Residences in the Patio Home Neighborhood will be principally constructed of the following materials: wooden frames with load bearing or non-load bearing walls studded with wood; hardiplank siding; glass openings; wooden joist floors and roofs; roof surfaces with concrete shingles; interior walls surfaced with gypsum sheets. Each Home will be at least one (1) level above ground, but in no instances more than two (2) levels above ground. The exterior finishes will include concrete roof tile, stucco and masonry products.

1.55. *Person* means a natural individual or any entity with the legal capacity to hold title to real property.

1.56. *Phase* means any portion of the Master Development defined as a Phase in a Supplemental Declaration.

1.57. *Plat* means any and all plats for the Master Association, the Patio Home Association and/or the Townhome Association, as recorded in the Official Records on file in the Office of the Recorder of Washington County, State of Utah, as the same may be amended, including the plats for any subsequent phases of the Master Development.

1.58. *Reconstruction Assessment* means a charge against the Owners and their Lots or Units representing a portion of the Master Association's cost to reconstruct any Improvements on the Master Association Property. Reconstruction Assessments will be levied in the same proportion as Common Assessments.

1.59. *Recorded or Filed* means, with respect to any document, entry of such document in the Official Records on file in the Office of the Recorder of Washington County, State of Utah.

1.60. *Reinvestment Fee(s)* means the fees to be paid by an Owner (other than Declarant) to the Master Association, upon the sale, transfer or conveyance of a Lot or Unit, as more particularly described and defined in Section 9.12

1.61. *Reserves* mean Master Association funds set aside for funding periodic maintaining of the components and Improvements on Common Area or Master Association Property which would not reasonably be expected to recur on an annual or more frequent basis and for payment of deductible amounts for insurance policies which the Master Association obtains. The amount of Reserves will be determined periodically by the Board pursuant to reserve cost guidelines established in accordance with prudent property management practices.

1.62. *Residence* means the structure intended for use and occupancy by one Family and can either be that half of a twin home located upon a Lot in the Patio Home Neighborhood or a Unit of a Building within the Townhome Neighborhood.

1.63. *Special Benefit Area* means a group of Lots or Units that share the costs of either (i) maintaining specified Improvements, or (ii) receiving certain services. The additional administrative costs of administering each Special Benefit Area shall be a part of the Common Expenses allocated to the Special

Benefit Area Component of Common Assessments. Special Benefit Areas may be identified by Declarant in this Master Declaration or any Supplemental Declaration when Declarant, in its sole discretion, determines that a group of Lots or Units benefits more from the specified Improvements or services than the Master Development as a whole. The Board may also identify Special Benefit Areas as authorized in this Master Declaration or a Supplemental Declaration.

1.64. *Special Benefit Area Operating Fund* means the fund created for current expenses of a particular Special Benefit Area, pursuant to Section 9.

1.65. *Special Benefit Area Reserve Fund* means the fund created for the deposit of Reserves attributable to a particular Special Benefit Area, pursuant to Section 9.

1.66. *Supplemental Declaration* means an instrument Recorded for the purpose annexing additional real property to the Master Development and to act as a supplement this Master Declaration, as such instrument is amended or restated.

1.67. *Telecommunications Services* means telecommunication facilities, Improvements, and services for cable television, communications, telecommunications, antenna, high-speed data, telephony and all related vertical services, intranet, internet, information transfer (including wireless transfer), transmission, video and other similar services. Declarant may expand this definition in any Supplemental Declaration.

1.68. *Townhome Neighborhood* means that portion of the Master Development that has a Plat Recorded against it designating Buildings with townhome style Units therein as well as Common Areas and Master Association Property. The Buildings in the Townhome Neighborhood will be principally constructed of the following materials: wooden frames with load bearing or non-load bearing walls studded with wood; hardiplank siding; glass openings; wooden joist floors and roofs; roof surfaces with concrete shingles; interior walls surfaced with gypsum sheets. Each Building will be two (2) levels above ground. The exterior finishes will include concrete roof tile, stucco and masonry products.

1.69. *Unit* means each townhome within the Townhome Neighborhood designed for separate ownership and occupancy, as described in Section 3.2. The Unit shall also include the Lot on which the Unit is located, as depicted on the Plat.

1.70. *VA* means the Department of Veterans Affairs of the United States of America and its successors.

2. INTERPRETATION.

2.1. **GENERAL RULES.** This Amended & Restated Master Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Master Development and for the maintenance of the Master Association Property. Any violation of this Amended & Restated Master Declaration is a nuisance. The Governing Documents shall be interpreted so as to be consistent with applicable laws and regulations, including ordinances and regulations of the appropriate Local Governmental Agencies. The Section and Subsection headings are for convenience only and may not be considered or referred to in resolving questions of interpretation or construction. As used in this Amended and Restated Master Declaration, the singular includes the plural and the plural the singular; and the masculine, feminine and neuter each include the other, unless the context dictates otherwise. Except as otherwise expressly provided in this Amended & Restated Master Declaration, any reference in this Declaration to time for performance of obligations or to elapsed time means consecutive calendar days, months, or years, as applicable. **Exhibit "A"** thru **Exhibit "B"** is incorporated in this Amended & Restated Master Declaration by this reference. All references made in this Amended & Restated Master Declaration to statutes are to those statutes as amended or restated or to subsequently enacted replacement statutes. Unless otherwise indicated, references to Sections, Subsections and Exhibits are to the Sections, Subsections

and Exhibits of this Amended & Restated Master Declaration.

2.2. **STATEMENTS IN ITALICS.** The portions of the Governing Documents printed in italics are provided as simplified, general explanations of the purposes of the Articles, Sections or paragraphs of the Governing Documents and the scheme of governance for the Master Development. The statements in italics are provided for convenience and may not be considered in resolving questions of interpretation or construction of the Governing Documents.

2.3. **INTENT OF DECLARANT.** Declarant intends that the Master Development be developed for multi-family residential uses of varying densities and other uses all consistent with this Amended & Restated Master Declaration and future Supplemental Declarations. In addition, Declarant, at its option, may designate areas for maintenance, recreational, institutional or other purposes.

2.4. **RELATIONSHIP TO OTHER DECLARATIONS.** As each Phase of the Master Development is developed, Declarant may Record one (1) or more Supplemental Declarations which may designate the type of Neighborhood for the subject areas of the Master Development and which may supplement this Amended & Restated Master Declaration with such additional covenants, conditions, restrictions and easements as Declarant may deem appropriate. Supplemental Declarations may impose such additional, different or more restrictive conditions, covenants, restrictions, easements and limits as Declarant may deem advisable, taking into account the particular requirements of each Phase. If there is any conflict between any Supplemental Declaration and the Amended & Restated Master Declaration, the Supplemental Declaration shall control with respect to the real property annexed by such Supplemental Declaration.

2.5. **RELATIONSHIP TO OTHER GOVERNING DOCUMENTS.** If there are conflicts or inconsistencies between this Amended & Restated Master Declaration and the Articles, Bylaws, Architectural Guidelines or Community Guidelines then the provisions of this Amended & Restated Master Declaration shall prevail.

2.6. **SEVERABILITY.** The provisions hereof are independent and severable, and a determination of invalidity or partial invalidity or unenforceability of any one provision or portion hereof by a court of competent jurisdiction does not affect the validity or enforceability of any other provision.

3. DESCRIPTION OF LOTS AND UNITS; EXPANDABILITY

3.1. **DESCRIPTION OF LOTS IN PATIO HOME NEIGHBORHOOD.** In a Patio Home Neighborhood, there shall be one single family Residence located on each Lot, as shown on the Plat. Each Residence in a Patio Home Neighborhood shall further include a two car garage and garage door pertaining to or contained within each Residence on a Lot. By this provision, the Declarant intends each Residence and Improvements be physically located upon a Lot (subject only to a Common Wall). A Residence in a Patio Home Neighborhood includes all physical facilities, installations, lines, foundations, equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires and other utility installations that connect or provide service only to the applicable Residence. The Owner(s) of each Lot in a Patio Home Neighborhood will be responsible for all costs and expenses associated with the maintenance and repair of his/her/their respective Lot and Residence. Lots include the section of the roof above the Owner's Residence. The following items shall not be included in the definition of a Lot in a Patio Home Neighborhood: pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires, sewer laterals, sewer lines, utility lines, and utility installations that provide service to, support or covering for, or otherwise pertain to, two (2) or more Lots, and the driveway between the building envelope and road. These items which are expressly excluded from the definition of a Lot in a Patio Home Neighborhood and are considered part of the Common Areas.

3.2. **DESCRIPTION OF UNITS IN TOWNHOME NEIGHBORHOOD.** In a Townhome Neighborhood, there shall be one Unit located on each Lot, as shown on the Plat. Each Unit in a Townhome

Neighborhood shall consist of the interior surfaces of the Residence and its perimeter walls, bearing walls, floors, ceilings, and the windows and doors of each Unit. In addition, each Unit shall consist of the airspace above and the subsurface below the land and all of the area and improvements above and below the surface of the land and within and part of the vertical boundaries defined by the Unit lines shown on the Plat, extended upwards to the heavens and downward to the center of the earth, included within the boundaries of each Lot. Each Unit in a Townhome Neighborhood shall further include the garage and garage door pertaining to or contained within each Unit. By this provision, the Declarant intends each Unit in a Townhome Neighborhood to be comprised of all of the physical improvements that pertain solely to the area in which the Unit is located or pertain solely to the improvements of that Unit, including, without limitation, all physical facilities, installations, lines, foundations, equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires and other utility installations that connect or provide service only to the applicable Unit. Without limitation, a Unit in a Townhome Neighborhood shall include any finishing material applied or affixed to the interior surfaces of the interior walls, floors and ceilings; interior walls that support only the improvements within the Unit and are not supportive or load-bearing for the building as a whole or for any other Units; and all utility outlets, fixtures or appliances found within the boundary lines of the Unit and servicing only that Unit. The Owner(s) of each Unit will be responsible for all costs and expenses associated with the maintenance and repair of the Owner's respective Unit. The following items shall not be included in the definition of a Unit in a Townhome Neighborhood: the exterior surfaces of the Buildings, the roofs of the Buildings, and any and all physical facilities, installations, structural beams, foundations, equipment, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires, sewer laterals, sewer lines, utility lines, and utility installations that provide service to, support or covering for, or otherwise pertain to, two (2) or more Units. These items which are expressly excluded from the definition of a Unit in a Townhome Neighborhood and are considered part of the Common Areas.

3.3. EXPANDABILITY. Following construction of the Lots, Units and improvements in the initial Phase of the Master Development, subsequent Phases may also be constructed in accordance with the plat approvals and zoning requirements of the City. There is no guarantee that subsequent Phases will be constructed. The Declarant (or its assigns) shall have the sole discretion to determine if and when to apply for plat approval to develop and construct additional Phases. If approved and constructed, the additional Phases shall be annexed into, and made a part of, the Master Development by recording an instrument confirming the Declarant's intention to expand the Master Development to include the additional Phase(s). Upon the recordation of such an instrument, the land and improvements against which the instrument is recorded shall automatically become part of the Master Development, subject to and governed by all of the terms and provisions of this Master Declaration.

4. USE RESTRICTIONS (Applicable to All Neighborhoods)

- 4.1. RESIDENTIAL USE. No business, trade, estate sale, garage sale, moving sale, rummage sale, or similar activity may be conducted in or from any Unit or Lot, except that an Owner or occupant residing in an Unit or Lot may conduct business activities within the Unit or Lot so long as: (a) the existence or operation of the business activity is not apparent or detectible by sight, sound, or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Master Development; (c) the business activity does not involve regular visitation to the Units or Lots by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Master Development; and (d) the business activity is consistent with the residential character of the Master Development and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents in the Master Development, as may be determined in the sole discretion of the Master Association.

This Section shall not apply to any activity conducted by the Declarant or a builder approved by the Declarant with respect to the development and sale of the Master Development or the Declarant's use of any Units and/or Lots which it owns within the Master Development. Notwithstanding the foregoing, the rental of a Unit and/or Lot is allowed within the Master

Development provided it complies with the terms set forth in Section 4.17 of this Amended and Restated Master Declaration.

4.2. NUISANCES. No noxious, destructive or offensive activities may be carried on upon the Master Development or on any public street abutting or visible from the Master Development. No Owner may (a) permit or cause anything to be done or kept on the Master Development or on any public street abutting the Master Development which may (i) increase the rate of insurance in the Master Development, (ii) result in the cancellation of such insurance, or (iii) obstruct or interfere with the rights of other Owners, or (b) commit or permit any nuisance thereon or violate any law. Each Owner shall comply with all requirements of the local or state health authorities and with all other applicable governmental ordinances regarding occupancy and use of a Unit or Lot, including the Residence thereon. Each Owner is accountable to the Master Association and other Owners for the conduct and behavior of Persons residing in or visiting his Lot or Unit. The Common Areas shall be used only in a manner which is consistent with their community nature and the use restrictions applicable to the Lots and Units. Without limiting the breadth of the foregoing sentence: (i) no garments, rugs, or other household items, or wash lines of any kind may be hung, erected, or maintained outside of an Owner's Lot or Unit; (iii) no Owner shall discard or permit any items to fall from the windows of his Residence; and (iv) no dogs are permitted on Common Areas unless the dog is on a leash. The Master Association has the power to require that any damage to the Master Association Property, personal property of the Master Association, or property of another Owner caused by such Persons shall be repaired at the sole expense of the Owner of the Lot or Unit where such Persons are residing or visiting. The Master Association is entitled to determine if any noise, odor, or activity producing such noise or odor constitutes a nuisance. The Board has the right to delegate responsibility for enforcing any of the restrictions on nuisances contained in this Section to a Manager. Any violation of this Amended & Restated Master Declaration is a nuisance.

4.3. SIGNS. All signs, posters, billboards, balloon advertising devices and other displays of any kind must comply with City Code and specifically the City's sign ordinance(s). In addition, they shall not be displayed within the Master Development except: a) signs of any size or configuration used by Declarant in connection with the development of the Master Development and the sale, lease or other disposition of Lots, Units, Residences and the Annexable Territory, b) entry monuments and similar community identification signs approved by the Architectural Review Committee and maintained by the Master Association, c) one (1) sign which may be displayed on each Lot or Unit advertising the Lot or Unit for sale or lease; however, such sign must comply with the Community Guidelines and Architectural Guidelines, and d) displays such as decorative flags or holiday displays authorized in the Community Guidelines.

4.4. PARKING AND VEHICULAR RESTRICTIONS. The Master Association or its Manager shall be responsible for enforcing the restrictions relating to the parking and maintenance of vehicles within the Master Development as set forth in this Section 4.

4.5. AUTHORIZED VEHICLES. The following vehicles are "Authorized Vehicles": standard passenger vehicles, including automobiles, passenger vans designed to accommodate ten (10) or fewer people, motorcycles and pick-up trucks having a manufacturer's rating or payload capacity of one (1) ton or less. Authorized Vehicles may be parked in any portion of the Master Development intended for parking of motorized vehicles, subject to the restrictions in the other portions of the Governing Documents. No Owner may park any vehicle in a manner which extends beyond the boundaries of a parking space or into streets or sidewalks within the Master Development. The Master Association has the power to identify additional vehicles as Authorized Vehicles.

4.6. RESTRICTED VEHICLES. The following vehicles are "Restricted Vehicles":

4.6.1. recreational vehicles (e.g., motor homes, travel trailers, camper vans, snowmobiles, boats, etc.),

4.6.2. commercial-type vehicles (e.g., semi-tractor, semi-trailers, flat-bed trucks, tank trucks, dump trucks, step vans, concrete trucks, and limousines),

4.6.3. buses or vans designed to accommodate more than ten (10) people (unless the vehicle is operated by the Master Association),

4.6.4. vehicles having more than two (2) axles,

4.6.5. trailers, inoperable vehicles or parts of vehicles,

4.6.6. aircraft or other similar vehicles, or

4.6.7. any vehicle or vehicular equipment deemed a nuisance by the Board.

4.6.8. Restricted Vehicles may not be parked, stored or kept on any private street within, adjacent to or visible from the Master Development or any other Master Association Property parking area unless (a) they are owned and used by the Master Association, (b) they are parked for limited periods in specified locations, as authorized in the Community Guidelines, or (c) they are parked within an Owner's fully enclosed garage with the door closed. If a vehicle qualifies as both an Authorized Vehicle and a Restricted Vehicle, then the Vehicle is presumed to be a Restricted Vehicle, unless the Vehicle is expressly classified as an Authorized Vehicle in writing by the Board. The Master Association has the power to identify additional vehicles as Restricted Vehicles. Some areas of the Master Development may be developed so that Restricted Vehicles may be stored on Lots. These areas may be exempted from this restriction in the Supplemental Declarations for the areas.

4.7. GENERAL RESTRICTIONS AS TO ALL VEHICLES. All vehicles owned or operated by or within the control of an Owner or a resident of an Owner's Lot or Unit and kept within the Master Development must be parked in the assigned carport, parking space or garage of that Owner to the extent of the space available. Each Owner shall ensure that any such carport, parking space or garage accommodates at least the number of Authorized Vehicles for which it was originally constructed by Declarant. No repair, maintenance or restoration of any vehicle may be conducted on the Master Development except as authorized by the Community Guidelines provided such activity is not undertaken as a business, and provided that such activity may be prohibited entirely by the Board if the Board determines that it constitutes a nuisance.

4.8. PARKING AND STREET REGULATIONS. On street parking on any private streets within the Master Development is expressly prohibited. The Board may establish regulations in the Community Guidelines regarding any private streets and off-street parking areas not assigned to individual Lots or Units. These regulations may include setting speed limits, restricting types of vehicles that may be used in different areas, and requiring registration of vehicles or use of parking permits. Parking stalls throughout the Master Development are for guest parking only, unless a variance is granted by the Master Association. The Master Association has the power, subject to applicable statutes, regulations and ordinances, to enforce all parking and vehicle use regulations applicable to the Master Development, including removing violating vehicles from the Master Development without advance notice to the owner of the vehicle. Nothing in this Subsection shall be construed as prohibiting enforcement of City Code by the City.

4.9. ANIMAL RESTRICTIONS. The only pets that may be raised, bred or kept in the Master Development are animals that comply with the Community Guidelines and the City Code and that are either domestic dogs, cats, fish, birds and other usual household pets. Animals cannot be raised, bred or kept for commercial purposes. The Board may prohibit any pet which, in the Board's opinion, constitutes a nuisance, or threat to the health, safety, or welfare of the community. Animals within the Master Development must be either kept within an enclosure or on a leash held by a Person capable of controlling the animal. Any

Person shall be liable to each and every other Person for any unreasonable noise or damage to Person or property caused by any pets brought or kept upon the Master Development by such Person. Persons shall clean up after their pets including all defecations while on any portion of the Master Development. Any Owner who fails to clean up and remove the defecation of their pet or the pets of their guests, in a timely manner may be fined by the Master Association in compliance with the Community Guidelines. Any Person who keeps any animal, insect or reptile within the Master Development, whether in compliance with or in violation of the Governing Documents, shall indemnify, defend and hold harmless the Master Association, its officers, directors, contractors, agents and employees from any claim brought by any Person against the Master Association, its officers, directors, agents and employees for personal injuries or property damage caused by such animal, insect or reptile. The Board may establish and enforce additional rules governing the keeping and care of animals in the Master Development and may charge a deposit for pets kept in the Master Development.

4.10. EXTERIOR ITEMS. Rubbish, debris, items designated as unsightly in the Community Guidelines and trash may not be kept or permitted within the Master Development. Trash must be kept in sanitary containers located in appropriate areas screened from view from the street and no odor may be permitted to arise therefrom so as to render the Master Development or any portion thereof unsanitary, offensive or detrimental to any other person within the Master Development. Trash containers for individual Owners, when set out for collection by the City shall not remain on the street or anywhere exposed for a period of longer than fifteen (15) hours before and after scheduled trash collection hours. Trash containers for the Master Association may be kept on Common Area so long as they are contained within an enclosure installed by Declarant or approved by the Master Association. No exterior fires are permitted, except barbecue fires contained within receptacles therefore and fire pits in enclosed areas and designed so that they do not create a fire hazard.

4.11. HAZARDOUS MATERIALS AND ACTIVITIES. Nothing shall be done or kept on any Lot, Unit or Common Areas or within any Residence which would result in cancellation of the insurance on the Master Development or any part thereof. Nor shall anything be done or kept on any Lot, Unit or Common Areas which would increase the rate of insurance on the Master Development or any part thereof over what the Master Association, but for such activity, would pay, without the prior written consent of the Board. Nothing shall be done or kept in any Residence or on the Common Areas or any part thereof which would be in violation of any statute or rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or guest, lessee, licensee or invitee of any Owner, and each Owner shall indemnify and hold the Master Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his guests, lessees, licensees or invitees.

4.12. OBSTRUCTION OF COMMON AREAS. There shall be no obstruction of the Common Areas by any Owner. Owners shall neither store nor leave any of their property in the Common Areas, except with the prior consent of the Master Association.

4.13. TEMPORARY BUILDINGS. Outbuildings, sheds, tents, shacks, or other temporary buildings or Improvements may not be placed upon any portion of the Master Development, without the prior written consent of the Master Association. Garages, carports, trailers, campers, motor homes, recreation vehicles or other vehicles may not be kept or used as a Residence within the Master Development.

4.14. ALTERATION OF MASTER ASSOCIATION PROPERTY. Owners shall not, directly or indirectly, alter Master Association Property or Common Areas without the prior written consent of the Board.

4.15. INSTALLATIONS. Projections of any type, except those allowed in this Amended & Restated Master Declaration, are not permitted above the roof of any building within the Master Development, except chimneys and vent stacks originally installed, by Declarant. Portable and fixed basketball backboards and other sports apparatus are subject to regulation by the Community Guidelines.

No fence or wall may be erected, altered or maintained around any Residence or on any Lot/Unit except with the Master Association's prior approval. No patio cover, wiring, or air conditioning fixture, or other Improvement may be installed on the exterior of a Residence or be allowed to protrude through the walls or roof of the Residence except those items installed during the original construction of the Residence without the Master Association's prior written approval. The Master Association has the power to prohibit or restrict use of aluminum foil, newspaper, paint, reflective tint or any other material as window coverings.

4.16. ANTENNAE AND SATELLITE DISHES. No antenna or satellite dish shall be erected, constructed, or maintained on the outside of any Residence except for: (1) those erected, constructed, or maintained by the Master Association; (b) those expressly approved in writing by the Master Association; or (3) those, which by law, the Master Association cannot prohibit. The Master Association may remove any antenna or satellite dish violating this Section. Any amounts incurred by the Master Association due to an Owner's violation may be assessed to the Owner and the Owner's Lot and/or Unit.

4.17. LEASES AND TIMESHARES.

4.17.1. The rental or leasing of a Unit or Lot that complies with the terms of this Amended and Restated Master Declaration and is longer than 30 days is permitted. The rental or leasing of a Unit or Lot shall not be considered a business or trade within the meaning of this Amended and Restated Master Declaration. "Rental" or "leasing" for purposes of this Amended and Restated Master Declaration, is defined as regular, exclusive occupancy of a Unit or Lot by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. No structure on a Lot other than the primary residence shall be leased or otherwise occupied for residential purposes. There shall be no subleasing of Lots and Units or assignment of leases unless prior written approval is obtained from the Master Association. All leases shall be in writing and in form and substance approved by the Master Association. Lease agreements must require the lessee to comply with the Amended and Restated Master Declaration and the Governing Documents (including rules) of the Master Association.

With the exception of the Declarant, any Owner that leases his or her Lot or Unit shall use the services of a professional management company which shall be appointed by the Declarant and/or Master Association. Any rentals are subject to the conditions imposed by the City or other conditions imposed on rentals contained in the rules and regulations.

Notice of any lease, together with such additional information as may be required shall be given to the Master Association within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Amended and Restated Master Declaration and the Governing Documents (including rules) of the Master Association.

4.17.2. Liability of Owner for Tenant Conduct. It shall be the obligation of any Owner who rents or leases his Lot or Unit to provide the tenant with copies of the Master Association's Governing Documents. It shall also be the obligation of any Owner to assure compliance with all of the covenants, conditions and restrictions in the Master Association's Governing Documents. Notwithstanding the execution of a Lease, the Owner shall be fully responsible and liable to the Master Association for all violations of the Governing Documents by his tenants, and without limitation, shall be responsible for payment of any assessments or fines incurred by his tenants.

4.17.3. No Nightly or Short-Term Rentals. No Owner shall lease his/her Lot or Unit for transient or motel or hotel purposes. Any Lease which is either for a period of less than thirty (30) days or pursuant to which the lessor provides any services normally associated with a motel or hotel shall be deemed to be deemed transient or hotel purposes.

4.17.4. Entire Lot or Unit Parking Space. Unless approved by the Master Association, no

Owner shall lease less than the entire Lot or Unit, including but not limited to, basements, rooms, garages, etc. No Owner may lease the exclusive use areas, Limited Common Areas or restricted Common Areas the Owner has the exclusive right to use separate and apart from the Lot or Unit to which it is appurtenant, including but not limited to any assigned parking spaces.

4.18. DRAINAGE. Rain gutters, down spouts, drainage systems or the established drainage pattern for a Lot, Unit or Common Area originally installed or established by Declarant, may not be altered or interfered with unless an adequate alternative provision is made with the Board's prior written approval, which must be consistent with the geotechnical report produced for the Master Development. "Established" drainage means the pattern and drainage Improvements which exist at the time that such Lot, Unit or Common Area is conveyed to a purchaser from Declarant, and includes drainage from the Lots, Units and Common Area and Master Association Property onto adjacent Lots, Units, Common Area and Master Association Property.

4.19. VIEW OBSTRUCTIONS. Each Owner acknowledges that any construction or installation by Declarant, or the Master Association may impair the view of such Owner and consents to such impairment. Each Owner acknowledges that there are no guaranteed views within the Master Development, and no Lot or Unit is assured the existence or unobstructed continuation of any particular view unless a Supplemental Declaration specifically provides otherwise.

4.20. URBAN WILDLIFE INTERFACE CODE COMPLIANCE. The Master Association will be responsible for complying with Urban Wildlife Interface Code requirements imposed on the Master Association Property. Areas subject to the Urban Wildlife Interface Code ("Protected Areas") will be designated on exhibits to Supplemental Declarations. Construction or maintenance of structural Improvements in the Protected Areas, construction or maintenance of any combustible structural Improvements on or adjacent to the Protected Areas and installation, maintenance or modification of any landscaping Improvements in the Protected Areas which are inconsistent with any landscape palette required by the City are prohibited. City setback requirements must also be complied with.

4.21. NON-EXCESSIVE GARAGE STORAGE & GARAGE PARKING. Owners shall keep their garages free of excessive storage such that vehicles utilized by the Owner, their guests or tenants may be parked therein at all times. All vehicles utilized the Owner, their guests or tenants shall not exceed the number of parking spots within the Lot's or Unit's garage, driveway, or assigned parking stall (as the case may be).

4.22. NON-TEMPORARY BLINDS OR WINDOW COVERINGS. Within 30 days of occupancy of a Unit, Lot or Residence, Owners, their guests or tenants shall refrain from using temporary blinds or coverings over its windows such as sheets, linens, newspapers, tin foil or other materials not intended to be as a window covering on a long-term basis.

5. THE MASTER ASSOCIATION

The success of the community is dependent upon the support and participation of each Owner in its governance and administration. This Master Declaration and the Master Association's Articles of Incorporation and Bylaws establish the Master Association as the mechanism through which each Owner is able to provide that support and participation. This Section briefly describes the organization of the Master Association, its powers, duties, authorized activities and prohibited activities. (These items are spelled out in detail in the Master Association's Articles of Incorporation and Bylaws.) This Section also identifies the standards of care used to govern the Master Development.

5.1. ORGANIZATION. The homeowners association organized to manage and maintain the Master Development is or shall be incorporated under the name of "Woodland Estates Master Owners Association" as a corporation not for profit organized under the Utah Revised Nonprofit Corporation Act, Utah Code Ann. §§ 16-6a-101, et seq., as amended. Upon the approval, execution and recording of this Master Declaration, the Master Association also succeeded and fully replaced the Woodland Estates Patio

Homes Owners Association, Inc. (the "Patio Homes Association") and the Woodland Estates Townhome Owners Association, Inc. (the "Townhome Association") and assumed all rights, duties, property and obligations of the Patio Homes Association and the Townhome Association.

5.2. DUTIES AND POWERS. The Master Association has the duties and powers set forth in the Articles, Bylaws, this Master Declaration and the Supplemental Declarations, which include the general and implied powers of a nonprofit corporation, generally to do all things that a corporation organized under the laws of the State of Utah may lawfully do which are necessary or proper in operating for the peace, health, comfort, safety and general welfare of its Members, subject only to the limits upon the exercise of such powers set forth in the Articles, Bylaws, this Master Declaration and the Supplemental Declarations. Subject to Subsection 6.3 of this Master Declaration, the powers and duties of the Master Association include but are not limited to, the following:

5.2.1. Make and enforce rules and regulations covering the operation and maintenance of the Master Development and the Lots and Units;

5.2.2. Adopt and amend Community Guidelines for the use of the Common Areas and Master Association Property;

5.2.3. Adopt and amend Architectural Guidelines;

5.2.4. Adopt and amend budgets for revenues, expenditures and reserves and collect Assessments for Common Expenses from the Owners;

5.2.5. Hire and discharge managing agents and other employees, agents and independent contractors;

5.2.6. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Master Development;

5.2.7. Make contracts and incur liabilities;

5.2.8. Regulate the use, maintenance, repair, replacement and modification of Common Areas and Master Association Property;

5.2.9. Cause additional Improvements to be made as part of the Common Areas and Master Association Property;

5.2.10. Subject to applicable provisions of Utah law, acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property;

5.2.11. Grant easements, leases, licenses and concessions through or over the Common Areas and Master Association Property;

5.2.12. Impose and receive any payments, fees or charges for the use, rental or operation of the Common Areas or Master Association Property and for services provided to the Owners;

5.2.13. Impose charges for late payment of Assessments;

5.2.14. Impose construction penalties when authorized pursuant to the Architectural Guidelines;

5.2.15. Impose reasonable fines for violations of the Governing Documents of the Master Association;

5.2.16. Impose reasonable charges for the preparation and recordation of any amendments to the Master Declaration or any statements of unpaid Assessments, and impose reasonable fees for preparing and furnishing the documents for resale of any Lot or Unit in the Master Development.

5.2.17. Provide for the indemnification of its officers and directors and maintain directors' and officers' liability insurance.

5.2.18. Assign its right to future income, including the right to receive Assessments for Common Expenses, but only to the extent the Master Declaration expressly so provides;

5.2.19. Exercise any other powers conferred by this Master Declaration or the Bylaws;

5.2.20. Subject to applicable provisions of Utah law, direct the removal of vehicles improperly parked on the Master Association Property or Common Areas or improperly parked on any road, street, alley or other thoroughfare within the Master Development and subject to the Amended and Restated Master Declaration, in violation of the Governing Documents.

5.2.21. Exercise any other powers necessary and proper for the governance and operation of the Master Association.

5.2.22. All of the Master Association's powers shall be exercised by its Board of Directors except those powers reserved or otherwise identified in specific provisions of the Articles, Bylaws, this Amended and Restated Master Declaration or the Supplemental Declarations to the Owners, Declarant, manager/management company or the Architectural Review Committee.

5.3. SPECIFIC DUTIES AND POWERS OF MASTER ASSOCIATION. In addition to its general powers and duties, the Master Association has the specific powers and duties listed in the Articles and Bylaws, some of which are summarized below.

5.3.1. Master Association Property. The power and duty to accept, maintain and manage the Master Association Property.

5.3.2. Common Areas. The duty to maintain and manage Common Areas.

5.3.3. Sewers and Storm Drains. The power and duty to maintain any private sewer systems and any private storm drains or drainage facilities within the Common Areas or the Master Association Property if the drains and systems are not maintained by a Local Governmental Agency or a utility company.

5.3.4. Utilities. The power and duty to obtain, for the benefit of the Master Development, all commonly metered water, gas and electric services, and the power but not the duty to provide for refuse collection and other utilities serving Lots and Units if the utilities are not individually metered and are not obtained by individual Owners.

5.3.5. Granting Rights. The power to grant exclusive or nonexclusive easements, licenses, rights of way or fee interests in portions of the Common Areas or the Master Association Property, to the extent any such grant is reasonably required (i) for public or private utilities facilities to serve the Master Association Property, Common Area, the Lots and/or the Units, (ii) for purposes of conformity with the as-built location of Improvements installed by Declarant, (iii) in connection with any lawful lot line adjustment, (iv) for purposes consistent with the intended use of the Master Development as a master planned community, or (v) for any other purpose permitted under this Master Declaration. Any easement grants made pursuant to this Section shall not interfere

with previously designated utility easements.

5.3.6. Telecommunications Contracts. The Board shall have the power to enter into, accept an assignment of, or otherwise cause the Master Association to comply with contracts with providers of Telecommunication Services and owners of telecommunication facilities (each, a "Telecommunication Provider"), pursuant to which the Telecommunication Provider serves as the exclusive provider of Telecommunication Services and/or telecommunication facilities to each Residence, Lot or Unit in the Master Development.

5.3.7. Right of Entry. The power but not the duty to enter upon any Lot, Unit, Common Area, as necessary, for the purpose of inspecting any portion of the Master Development and to enforce the Governing Documents.

5.4. COMMENCEMENT OF MASTER ASSOCIATION PROPERTY MAINTENANCE OBLIGATIONS. The Master Association's obligation to maintain Common Areas and Master Association Property shall commence on conveyance of such property to the Master Association. Except as otherwise set forth herein, the Declarant shall be responsible for paying all expenses related to the Master Association Property which are incurred before or simultaneously with the conveyance of the Master Association Property to the Master Association. The initial nature, design, quantity, quality and all other attributes of the Master Association Property shall be determined in Declarant's sole and absolute discretion. Portions of the Common Area or Master Association Property may be or become subject to an unaccepted offer of dedication to a Local Governmental Agency. Common Areas and Master Association Property subject to such offers of dedication shall be maintained by the Master Association in the same manner as all other Master Association Property until the offer of dedication is accepted. Once the dedication is accepted, (i) the dedicated Master Association Property shall be maintained by the accepting Local Governmental Agency pursuant to the offer of dedication, and (ii) the dedicated Common Area or dedicated Master Association Property shall no longer constitute a part of the Master Association Property.

6. DESIGN CONTROL

Jurisdiction over design, construction and aesthetic aspects of the Master Development is given to the Architectural Review Committee. The Board of Directors shall serve as the Architectural Review Committee ("ARC") until such time the Board of Directors decides to appoint a separate ARC. The ARC must approve all plans for architectural or landscaping modifications in the Master Development before the modifications are made. The ARC also has the right to review modifications as they are constructed and give final approval of completed modifications. In addition to establishing the ARC, this Section establishes the procedures for pre-approving certain Improvements, granting variances and appealing decisions of the ARC.

6.1. MEMBERS OF COMMITTEE. The ARC shall be composed of no fewer than three (3) nor more than five (5) members, with the exact number of members set by the Board. The ARC has the right to recommend adoption of Architectural Guidelines or amendments thereto, containing standards, guidelines, procedures and rules, against which to examine any request made pursuant to this Section. The Board of Directors shall act on any recommendation made by the ARC and is responsible for adopting and amending the Architectural Guidelines.

6.2. POWERS AND DUTIES. The ARC shall consider and act upon all plans and specifications submitted for its approval under the Governing Documents, including inspection of work in

progress to assure conformance with plans approved by the ARC, and shall perform such other duties as the Board assigns to it. The ARC shall not have the power to enforce the Governing Documents. This power is reserved to the Board. The Board of Directors shall issue, regularly review, and, if necessary, amend its Community Guidelines and Architectural Guidelines. The Architectural Guidelines and all changes thereto must be approved by the Board. The Architectural Guidelines shall include procedures for submitting plans for approval, may require a fee to accompany each application for approval, and may identify additional factors which the ARC will consider in reviewing submissions. The ARC may provide that fees it imposes be uniform, or that fees will be determined in any other reasonable manner, such as by the reasonable cost of consultants or the cost of the construction, alterations or installations contemplated. The ARC may charge applicants for the cost of consultants the ARC uses in reviewing applications. The ARC may require such detail in plans and specifications submitted for its review as it deems proper. The Board of Directors has the power but not the duty to retain Persons to advise and assist the ARC in connection with decisions, powers and responsibilities.

6.3. RIGHTS OF APPOINTMENT OF MEMBERS OF THE ARC.

6.3.1. By Declarant. The members of the ARC shall be appointed by Declarant until Close of Escrow for the sale all of the Lots and Units in the Master Development and the Annexable Territory to a third-party Owner, after which time, members of the ARC shall be appointed by the Board. ARC members appointed by the Board must be residents, but ARC members appointed by Declarant are not subject to this limit. Declarant may, by written assignment, at any time, transfer its right to appoint one or more ARC members to the Board.

6.3.2. By the Board. Subject to Section 6.3.1 above, the Board may appoint and remove those members of the ARC that Declarant does not appoint. ARC members appointed by the Board shall serve for terms determined by the Board or until their respective successors are appointed.

6.3.3. Notice of Appointment. If an ARC member is appointed or removed while both Declarant and the Board have rights of appointment, written notice of such appointment or removal must be given by the appointing party to the other party.

6.4. REVIEW OF PLANS AND SPECIFICATIONS. No exterior construction, installation or alteration of an Improvement in the Master Development by an Owner may be commenced until the plans and specifications therefore showing the nature, kind, shape, height, width, color, materials and location thereof have been submitted to and approved in writing by the ARC; however, any Improvement may be repainted without ARC approval so long as the Improvement is repainted its original color or another color that has been approved by the ARC.

6.5. APPLICATION PROCEDURE. Until changed by the Board, the address for submission of plans and specifications is the Master Association's principal office or the office of the Manager, if so appointed. The form of application used by the ARC shall be determined by the Board of Directors. If the ARC receives plans and specifications it determines are not complete, the ARC may reject the application. The ARC shall give notice of its decision and the reasons therefore to the Owner submitting the plans and specifications ("Applicant") at the address set forth in the application within forty-five (45) days after the ARC receives all required materials and information. Any application submitted shall be deemed denied if the ARC fails to transmit written approval or a request for additional information or materials to the Applicant within forty-five (45) days after the ARC receives all required material. No construction or installation shall commence until written approval is obtained from the ARC.

6.6. STANDARD FOR APPROVAL. The ARC shall approve plans and specifications submitted for its approval only if it determines that:

6.6.1. the installation, construction or alteration contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Master

Development as a whole,

6.6.2. the appearance of any structure affected thereby will be in harmony with the surrounding structures,

6.6.3. the installation, construction or alteration will not detract from the beauty and attractiveness of the Common Areas or the Master Association Property or the enjoyment thereof by the Members,

6.6.4. if applicable, the maintenance thereof will not become a burden on the Master Association, and

6.6.5. the installation, construction or alteration is consistent with the Architectural Guidelines.

6.7. **CONDITIONAL ARC APPROVAL.** The ARC may condition its approval of plans and specifications for any Improvement upon any of the following:

6.7.1. the Applicant's furnishing the Master Association with security acceptable to the Master Association against any mechanic's lien or other encumbrance which may be Recorded against all or any portion of the Master Development as a result of such work,

6.7.2. such changes therein as the ARC considers appropriate,

6.7.3. (if applicable) the Applicant's agreement to grant appropriate easements to the Master Association for the maintenance of the Improvements,

6.7.4. the Applicant's agreement to install (at its sole cost) water, gas, electrical or other utility meters to measure any increased consumption,

6.7.5. (if applicable) the Applicant's agreement to reimburse the Master Association for the cost of such maintenance, the Applicant's agreement to complete the proposed work within a stated period of time, and

6.7.6. the Applicant shall meet any review or permit requirements of all Local Governmental Agencies and other regulatory agencies having jurisdiction prior to making any construction, installation or alterations permitted hereunder. The Applicant must obtain ARC approval before submission to the City for a building permit.

6.8. **MEETINGS OF THE ARC.** The ARC shall meet as necessary to perform its duties. The vote or written consent of a majority of the ARC constitutes an act of the Architectural Review Committee.

6.9. **NO WAIVER OF FUTURE APPROVALS.** The ARC's approval of any plans and specifications for any work done or proposed or in connection with any matter requiring the Architectural Review Committee's approval does not waive any right to withhold approval of any similar proposals, plans and specifications subsequently submitted for approval.

6.10. **COMPENSATION OF ARC MEMBERS.** ARC members shall receive no compensation for services rendered, other than reimbursement for reasonable expenses incurred in performing their duties.

6.11. **INSPECTION OF WORK.** The ARC or its duly authorized representative may inspect any work for which approval of plans is required under this Section ("Work"). The right to inspect includes the right to require any Owner to take such action as is necessary to remedy any noncompliance with the ARC

approved plans consistent with governmental approvals for the Work or with the requirements of the Governing Documents (“Noncompliance”). The ARC’s right to inspect the Work and notify the responsible Owner of any Noncompliance shall terminate ninety (90) days after the ARC has received written notice from the Owner that the Work is complete. If an Owner fails to remedy any Noncompliance within thirty (30) days after the date of notification of Noncompliance from the ARC, it shall notify the Board in writing of such failure, and the Master Association shall proceed in accordance with applicable Sections of this Master Declaration.

6.12. SCOPE OF REVIEW. Subject to Subsections 6.4 thru 6.11 above, the ARC shall review and approve, conditionally approve or disapprove all plans submitted to it for any proposed construction, installation or alteration solely on the basis of aesthetic considerations, consistency with the Governing Documents, height of landscaping materials at maturity, and the overall benefit or detriment which would result to the immediate vicinity and the Master Development generally. The ARC shall consider the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. The ARC is not responsible for reviewing, nor may its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with law.

6.13. VARIANCE. The ARC may authorize variances from compliance with any of the architectural and landscaping provisions of the Governing Documents, including restrictions on height, size, materials, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing, must be approved and signed by a majority of the ARC Members and become effective once the writing is Recorded. If a variance is granted, no violation of the covenants, conditions and restrictions contained in the Governing Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance does not waive any of the terms and provisions of the Governing Documents for any purpose except as to the particular property and particular provision hereof covered by the variance, nor does it affect the Owner’s obligation to comply with all laws affecting the use of his Residence, Lot or Unit.

6.14. PRE-APPROVALS. The ARC may pre-approve types or classes of construction activities if, in the exercise of the ARC’s judgment, pre-approval of such types or classes of Improvements is appropriate in carrying out the purposes of the Governing Documents and the type or class of Improvement has been approved by the Board of Directors and is included in the Architectural Guidelines.

6.15. APPEALS OF ARCHITECTURAL DECISIONS. Only an Applicant may appeal rejection of an application. Subject to the policies and procedures adopted by the Board, the Applicant has the right to appeal decisions by the ARC to the Board of Directors of the Master Association. The ARC is only responsible for ensuring that the Applicant is advised of its decision. Decisions made by the Board of Directors are not appealable. This limit on appeals from decisions of the Board of Directors is not a limit on the ability of the Board of Directors to amend or modify a decision it has issued under circumstances it considers appropriate. The Board shall further adopt policies and procedures for appeals of ARC decisions.

7. OWNERS’ MEMBERSHIP AND VOTING RIGHTS

Each Person who purchases a Lot or Unit in the Master Development becomes a Member of the Master Association with certain rights and privileges. Membership rights, limits on Memberships and transfer of Memberships, voting rights and rights of co-owners are all described in detail in the Articles and Bylaws. Some Membership information is summarized here. Declarant’s veto rights are also described in this Section. Declarant is given the right to veto certain actions by the Master Association because of Declarant’s long term financial and philosophical commitment to development of the Master Development. As described in the Articles and Bylaws, the Declarant has the right to appoint a majority of the Directors of the Board of Directors. This system is used to allow Declarant, who will be extensively involved in the Master Development for a long period of time, to ensure that the Master Association fulfills its purposes.

7.1. **MEMBERSHIP INFORMATION.** Every Owner automatically acquires a Membership and retains the Membership until the Owner's Lot or Unit ownership ceases, at which time such Owner's Membership shall automatically cease. There shall be two (2) classes of Membership in the Master Association, as set forth in the Bylaws. Ownership of a Lot or Unit is the sole qualification for Membership. Neither the issuance nor the holding of shares of stock is necessary to evidence Membership in the Master Association. The classes of voting Membership, including Declarant's voting rights, shall be as set forth and described in the Bylaws. All Memberships in the Master Association are appurtenant to the Lots and Units and shall not be separated from the Lot or Unit to which the Memberships appertain. If title to a Lot or Unit is held by more than one person, the Membership appurtenant to that Lot or Unit shall be shared by such persons in the same proportionate interest and by the same type of tenancy in which title to the Lot or Unit is held. Except for the Declarant, no person or entity other than an Owner may be a member of the Master Association, and Membership may not be transferred except in connection with the transfer of a Lot or Unit.

7.2. **DECLARANT'S VETO RIGHT.** So long as Declarant owns any portion of the Master Development or Annexable Territory, Declarant has a right to veto any of the actions listed in Subsection 7.3 if proposed to be taken by the Master Association. This right shall terminate on the date on which Declarant no longer owns or has a Mortgage interest in any portion of the Master Development or Annexable Territory.

7.3. **ACTIONS SUBJECT TO DECLARANT'S VETO.** Notwithstanding any provision in any of the Governing Documents to the contrary, the following actions are subject to Declarant's veto:

7.3.1. **Change in Design.** Any change in the general, overall architectural and landscaping design of the Master Development, Common Areas or the Master Association Property;

7.3.2. **ARC Committee.** All decisions of the Architectural Review Committee, decisions made on appeal to the Board, and any decision to terminate the Architectural Review Committee;

7.3.3. **Community Guidelines.** Adoption of any change to the Community Guidelines or Architectural Guidelines; or

7.3.4. **Reduction in Services.** Any significant reduction of Master Association services, the amount of Common Assessments or entering into contracts for maintenance or other goods and services benefiting the Master Association, the Master Development, the Common Areas or the Master Association Property at contract rates which are fifteen percent (15%) or more below the reasonable cost for such maintenance, goods or services.

8. OWNERS' PROPERTY RIGHTS AND PROPERTY EASEMENTS

Living or working in a planned community involves sharing and cooperation. The various types of properties and uses in the Master Development require the creation of special property rights and provisions to address the needs of the variety of Persons living and working in the Master Development. The property rights acquired by Owners and other Persons are described in this Section along with limits on the exercise of those rights.

8.1. **TITLE ELIGIBILITY.** Title to a Lot or Unit may be held or owned by any person or entity and in any manner in which title to any other real property may be held or owned in the State of Utah.

8.2. **NO PARTIAL CONVEYANCE.** Title to part of a Lot or Unit may not be separated from any other part thereof during the period of ownership, and each Lot or Unit shall always be conveyed, devised, encumbered and otherwise affected only as a complete Lot or Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Lot or Unit, or any part thereof, shall be

construed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the entire Lot or Unit, together with all appurtenant rights created by law and by this Master Declaration, including appurtenant membership in the Master Association as herein set forth.

8.3. PARTITION OF COMMON AREAS. No Owner may bring any action for partition of the Common Areas or any portion thereof.

8.4. NO ENCUMBRANCE OF COMMON AREA. Each Owner shall have the right to encumber his interest in a Lot or Unit with a Mortgage. However, no Owner shall attempt to or shall have the right to encumber the Common Areas or any part thereof. Any Mortgage of any Lot or Unit within the Master Development shall be subordinate to all of the provisions of this Master Declaration, and in the event of foreclosure the provisions of this Master Declaration shall be binding upon any subsequent Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

8.5. MECHANIC'S LIEN INDEMNIFICATION. No labor performed or services or materials furnished with the consent of or at the request of an Owner may be the basis for the filing of a lien against the Lot or Unit of any other Owner, or against any part thereof, or against any other property of any other Owner, unless the other Owner has expressly consented to or requested the performance of such labor or furnishing of such services. Express consent shall be deemed to have been given by the Owner in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Master Association Property, if authorized by the Master Association and provided for in the Master Declaration, shall be deemed to be performed or furnished with the express consent of each Owner. The Owner may remove his Lot or Unit from a lien against two or more Lots or Units or any part thereof by payment to the holder of the lien of the fraction of the total sums secured by such lien which is attributable to the Owner's Unit.

8.6. OWNERS' EASEMENT OF ENJOYMENT OVER MASTER ASSOCIATION PROPERTY. Every Owner has a non-exclusive right and easement of ingress and egress and of enjoyment in, to and over the Common Areas and Master Association Property, and such easement is appurtenant to and shall pass with title to every Lot or Unit, subject to the following:

8.6.1. Master Association Exercise of Powers. The Master Association's exercise of its powers.

8.6.2. Suspension of Privileges. Subject to Utah law, as amended, the Master Association's has the right to enforce provisions of the Governing Documents by suspending the Membership rights and other rights and easements of any Owner (and of the Persons deriving rights and easements from an Owner) to use the Common Areas and Master Association Property. The suspension of an Owner's right to use the Common Areas and Master Association Property does not prohibit the Owner, resident, tenant or guest of the Owner from using any vehicular or pedestrian ingress or egress go to or from the Unit, Lot or Residence including any area used for parking.

8.6.3. Transfer of Property. Subject to the limits established in the Articles and Bylaws and applicable provisions of Utah law, the Master Association's right to transfer all or a part of the Common Areas and Master Association Property.

8.6.4. Declarant's Right to Access. The right of Declarant and their respective sales agents, representatives and prospective purchasers to the nonexclusive use of the Master Association Property and Common Area, without cost, for access and use to market and dispose of the Master Development and the Annexable Territory, until Declarant does not own any portion of the Master Development or the Annexable Territory; however, such use shall not unreasonably interfere with the rights of enjoyment of the other Owners established by this Master Declaration.

8.6.5. Declarant Rights. The easements, rights and reservations of Declarant as

established in this Master Declaration.

8.6.6. Restricting Access. The Master Association's right to reasonably restrict access to slopes and other landscaped areas, maintenance facilities, open space areas, Common Areas or other areas of the Master Association Property designated by the Board. A Supplemental Declaration may designate exclusive use areas in portions of the Common Area or Master Association Property for the exclusive use or maintenance by one or more Owners (such as common driveway areas).

8.6.7. Master Association Property Improvements. The Master Association's right to maintain, reconstruct and refinish any Improvement on the Common Areas or Master Association Property.

8.6.8. Access to Public. The Master Association's right to make portions of the Common Area or Master Association Property available for use by Persons who are not residents or Owners in the Master Development on such terms and at such times as are negotiated by the Master Association.

8.6.9. Other Easements. The easements reserved in the other Subsections of this Section.

8.7. EASEMENTS FOR VEHICULAR/PEDESTRIAN TRAFFIC. Declarant reserves, for the benefit of all Owners, nonexclusive easements appurtenant to all the Lots, Units and Common Area in the Master Development for vehicular and pedestrian traffic over the private streets and walkways within the Master Association Property, subject to the parking and street restrictions in Section 4, above.

8.8. EASEMENTS FOR EMERGENCY VEHICULAR ACCESS AND PUBLIC SERVICE PURPOSES. Declarant reserves easements over the Master Development for public services of the Local Governmental Agencies, including the right of law enforcement and fire protection personnel to enter upon any part of the Master Development for the purpose of carrying out their official duties and for emergency vehicle access.

8.9. EASEMENTS FOR PRIVATE AND PUBLIC UTILITY PURPOSES. Declarant reserves easements over the Common Areas and Master Association Property for public and private utility purposes, including the right of any public utility of access over the Common Areas or Master Association Property for purposes of reading and maintaining meters, and using and maintaining fire hydrants located in the Master Development. Declarant also reserves reciprocal, nonexclusive easements over all Lots, Units, Common Area and the Master Association Property, for installation and maintenance of utility Improvements.

8.10. EASEMENT FOR DECLARANT. Declarant reserves for its benefit and the benefit of its agents, employees, contractors, customers and invitees and for the benefit of their successors and assigns, a nonexclusive easement appurtenant to the Annexable Territory, over the Common Areas and the Master Association Property for access, use and enjoyment, to show the Master Development and Annexable Territory to prospective purchasers, or to develop, market, sell, lease or otherwise dispose of the Master Development and the Annexable Territory. Such easement shall continue for so long as Declarant owns any portion of the Master Development or the Annexable Territory.

8.11. MASTER TELECOMMUNICATIONS EASEMENTS. The term "Telecommunication Easement Area" used in this Section means the Common Area, Master Association Property and the portion of each Lot with a width measured from each Lot line and extending two feet into the Lot and with a length equal to each Lot line. To the maximum extent allowed by law, Declarant excepts and reserves from the Telecommunication Easement Area and retains the right to transfer and assign exclusive and nonexclusive easements in gross for the purposes of installing, maintaining, operating and relocating telecommunication facilities and conducting Telecommunication Services in the Master Development. Declarant also reserves,

together with the right to grant and transfer all or a portion of the same, exclusive and nonexclusive easements in gross over and under the Telecommunication Easement Area for the purpose of access for the Telecommunication Services and to the telecommunication facilities. The easements reserved in this Section are referred to as "Master Telecommunication Easements."

8.11.1. Rights in Connection with Master Telecommunication Easements. The holder of any Master Telecommunication Easements has the right to trim and remove landscaping whenever, in easement holder's reasonable judgment, it is necessary for the convenient and safe use of the Master Telecommunication Easements. The Telecommunication Facilities will not be deemed to be affixed to or a fixture of the Master Development unless otherwise indicated in a Recorded instrument. No one other than the holder of the Master Telecommunication Easements has the right to access, operate, or move the telecommunication facilities.

8.11.2. Limits on Use of the Master Development. No Person shall alter any telecommunication facilities without the prior consent of owner of the telecommunication facilities. No Person shall grant or dedicate any easements, licenses or other rights on, across, under or over or affecting the Master Development that interfere, compete or conflict with the terms of any Recorded grants of Master Telecommunication Easements or any portion thereof. The Master Association shall execute and allow to be Recorded against the Common Areas or the Master Association Property such documents as are reasonably required in connection with exercise or protection of rights as established in a Recorded grant of Master Telecommunication Easements.

8.12. ENCROACHMENT EASEMENT. If any part of the Common Areas or Master Association Property encroaches or shall hereafter encroach upon a Lot(s) or Unit(s), an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Lot or Unit encroaches or shall hereafter encroach upon the Common Areas or Master Association Property, or upon an adjoining Lot or Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. Such easements shall extend for whatever period the encroachment exists. Such encroachments shall not be considered to be encumbrances either on the Common Areas, Master Association Property, the Lots or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction or reconstruction of any improvement constructed or to be constructed within the Master Development, by error in the Plat, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Master Development or any part thereof.

8.13. ACCESS EASEMENT. Each Owner shall have the unrestricted right to ingress and egress over, upon and across the Common Areas as necessary for access to the Lot or Unit he is occupying and to any Common Areas appurtenant to his Lot or Unit, and shall have the right to the horizontal, vertical and lateral support of his Lot or Unit and such rights shall be perpetual and shall be appurtenant to and pass with title to each Lot or Unit.

8.14. MASTER ASSOCIATION GENERAL EASEMENT. The Master Association shall have an easement, including, without limitation, an easement through, over and across the Lots and Units, to make such use of the Common Areas and the Master Association Property as may be necessary or convenient to perform the duties and functions that the Master Association is obligated or permitted to perform pursuant to this Master Declaration, including, without limitation, the right to construct and maintain the Common Areas for use by the Owners and the Master Association.

8.15. MISCELLANEOUS EASEMENTS. Declarant reserves the following easements, along with the right to transfer them, for the benefit of all of the Master Development, and for the benefit of all of the Owners:

8.15.1. Drainage. Reciprocal, nonexclusive easements for drainage of water over, across and upon Lots, Units, Common Areas and Master Association Property (excluding the Buildings and areas proposed to include a Building) resulting from the normal use of the Lots, Units, Common

Areas or Master Association Property.

8.15.2. **Maintenance and Repair.** Nonexclusive easements over the Master Development for access to perform necessary maintenance, repair or replacement of any Improvement constructed by Declarant. Some of the Common Areas are or may be located within a Lot, Unit or Residence or may be conveniently accessible only through a Lot, Unit or Residence. The Master Association shall have the irrevocable right and easement to have access thru each Lot, Unit or Residence and to all Common Areas from time to time during such reasonable hours as may be necessary for the cleaning, repair or replacement of any Common Areas or for making any emergency repairs at any time and when necessary to prevent damage to the Common Areas or to any Lot or Unit. The Master Association shall also have the irrevocable right to have access to any Residence or Improvements upon or to a Lot or Unit when necessary in connection with any cleaning, maintenance, repair, replacement, painting, landscaping, construction or reconstruction for which the Master Association is responsible or for the purpose of abating a nuisance or a known or suspected dangerous or unlawful condition. Such entry shall be made with as little inconvenience to the Owners as is practicable under the circumstances and any damage caused thereby shall be repaired by the Master Association.

8.15.3. **Easements on Plats.** Easements as shown on any Recorded subdivision plat of any portion of the Master Development.

8.15.4. **Utility Lines.** If any utility line of any kind is constructed such that it crosses through, over, or under one or more Residences or Improvements on adjoining Lots and/or Units in order to provide service to another Lot or Unit, or if, after construction, it becomes necessary to install a utility line through, over or under one or more Lots or Units in order to provide service to another Lot or Unit, a perpetual easement for such utility line(s) is hereby granted for the installation, maintenance, repair (or replacement) and operation of all such utility line(s).

8.16. **IMPLIED RESERVATION.** All conveyances of Lots or Units within the Master Development shall be construed to grant and reserve such easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

8.17. **DELEGATION OF USE.** Any Owner may delegate the Owner's right to use the Common Area and Master Association Property to such Owner's tenants, contract purchasers or subtenants who reside in such Owner's Residence, subject to reasonable regulation by the Board.

8.18. **WAIVER OF USE.** No Owner may exempt himself from personal liability for Assessments levied by the Master Association, nor release his Lot or Unit from the liens and charges hereof, by waiving use of the Common Areas and the Master Association Property or any facilities thereon or by abandoning such Owner's Lot or Unit.

8.19. **RIGHT TO GRANT ADDITIONAL EASEMENTS.** Declarant reserves easements over the Common Areas and the Master Association Property for the exclusive use by an Owner or Owners of contiguous property as a yard, recreational, gardening, or landscaping area. Any such easement may be transferred by Declarant prior to conveying the last Lot or Unit in the Master Development and the Annexable Territory. The transfer must be approved in advance by the Board. The purpose of the easement, the portion of the Master Association Property affected, the Lot or Unit to which the easement is appurtenant, and any restrictions on use of the easement area shall be identified in the Recorded document used to transfer the easement. Nothing in this Master Declaration shall be construed as giving the Declarant the right to alter existing utility easements.

9. ASSESSMENT COLLECTION.

One of the obligations of Owners is to contribute financially to support the operations of the Master Association. The Master Association funds its operations through collection of different kinds of

assessments: Common Assessments, Capital Improvement Assessments, Reconstruction Assessments, Special Assessments, and Transfer Fees. This Section describes how the different types of assessments are collected and used by the Master Association. This Section also sets limits on the amount of certain assessments that can be charged to Owners.

9.1. **CREATION OF ASSESSMENT OBLIGATION.** Declarant, for each Lot or Unit owned by Declarant which is not an Exempt Lot or Exempt Unit, covenants to pay, and each Owner of a Lot or Unit is deemed to covenant to pay to the Master Association (a) Common Assessments, (b) Capital Improvement Assessments, (c) Compliance Assessments, (d) Reconstruction Assessments and (e) Reinvestment Fees. All Assessments, together with interest, late fees, costs, transfer fees and reasonable attorneys' fees for the collection thereof, are a charge and shall be and become a lien upon the Lot or Unit against which such Assessment is made. Each Assessment, together with interest, late fees, costs, reinvestment fees and reasonable attorneys' fees, is also the personal obligation of the Owner of the Lot or Unit at the time when the Assessment fell due. No Owner may except himself from liability for his Assessment obligation by any waiver of the use or enjoyment of, or by the abandonment of his portion of the Master Development or the rights related thereto, but an Owner will not be liable for Assessments accruing after consummation of a transfer of his portion of the Master Development accomplished in accordance herewith. The personal obligation of an Owner to pay unpaid Assessments against his Lot or Unit shall not pass to successors in title unless assumed by them, provided, however, that a lien to secure unpaid assessments shall not be impaired, nullified or otherwise affected by the sale or transfer of the Lot or Unit unless foreclosure by a First Mortgagee is involved in which case the foreclosure will extinguish the lien for any Assessments that's were payable before the foreclosure sale, but shall not relieve any subsequent Owner from paying further Assessments.

9.2. **MAINTENANCE FUNDS.** The Maintenance Funds may be established as trust accounts at a banking or savings institution and may be combined so long as the funds are treated as separate funds for accounting purposes. The Board shall budget, establish and keep at least the following accounts (the "Maintenance Funds"):

9.2.1. **General Operating Fund.** A General Operating Fund for current expenses of the Master Association, exclusive of current expenses attributable to the Special Benefit Areas, if any.

9.2.2. **General Reserve Fund.** General Reserve Fund for the deposit of Reserves, exclusive of Reserves attributable to the Special Benefit Areas, if any.

9.2.3. **Special Benefit Area Operating Fund.** For each Special Benefit Area, if any, a separate Special Benefit Area Operating Fund for current expenses of the Special Benefit Area.

9.2.4. **Special Benefit Area Reserve Fund.** For each Special Benefit Area, if any, a separate Special Benefit Area Reserve Fund for the deposit of Reserves attributable to the Special Benefit Area.

9.2.5. **Miscellaneous Maintenance Funds.** Other Maintenance Funds as the Board deems necessary.

9.3. **PURPOSE OF ASSESSMENTS.** Assessments and any other amounts deposited into the Maintenance Funds shall be used exclusively to (a) promote the Owners' recreation and welfare, (b) improve and maintain the Master Association Property, and (c) discharge any other Master Association obligations. Disbursements from the particular Maintenance Funds shall be limited to specific purposes as follows:

9.3.1. **General Operations.** Disbursements from the General Operating Fund shall be made for payment of Common Expenses which are not budgeted to a Special Benefit Area.

9.3.2. General Reserves. Disbursements from the General Reserve Fund shall be made solely for payment of those Reserve expenditures which are not budgeted to a Special Benefit Area.

9.3.3. Special Benefit Area Operations. Disbursements from each Special Benefit Area Operating Fund shall be made solely for payment of the current operating Common Expenses of the Special Benefit Area for which the fund was created.

9.3.4. Special Benefit Area Reserves. Disbursements from each Special Benefit Area Reserve Fund shall be made solely for payment of Reserve expenditures attributable to the Special Benefit Area for which the fund was created.

9.4. ASSESSMENT COMPONENTS, RATES AND EXEMPTIONS. Each annual Common Assessment is an aggregate of separate assessments for each of the Maintenance Funds, reflecting an itemization of the amounts of prospective deposits into the General Operating and Reserve Funds, Special Benefit Area Operating and Reserve Funds, and other Maintenance Funds established by the Master Association. Common Assessments shall be assessed against the Owners of Lots or Units as follows:

9.4.1. Assessment Units. Each Owner shall pay to the Master Association a proportionate share of all Assessments provided for in this Master Declaration, as may be amended from time to time.

9.4.2. General Assessment Component. The General Assessment Component is composed of Common Expenses of the Master Association exclusive of Common Expenses budgeted to the Special Benefit Areas and shall be allocated among all of the Lots and Units. The proportionate share of the General Assessment Component of Common Expenses chargeable to Lots and Units shall be a fraction, the numerator of which shall be the number of Assessment Units allocated to such Lot or Unit, and the denominator of which shall be the total number of Assessment Units allocated to the Master Development.

9.4.3. Special Benefit Area Assessment Component. The Special Benefit Area Assessment Component is that portion of the Common Expenses of the Master Association composed of Special Benefit Area Operating and Reserve Funds budgeted exclusively to any particular Special Benefit Area and shall be assessed to the Lots or Units designated herein or in a Supplemental Declaration as Lots or Units to which the exclusive or disproportionate maintenance of such Special Benefit Area has been allocated. The Patio Home Neighborhood shall be one Special Benefit Area and the Townhome Neighborhood shall be another Special Benefit Area. Unless otherwise provided herein or in a Supplemental Declaration, the proportionate share of the Special Benefit Area Assessment Component of Common Expenses chargeable to each Lot or Unit located in such Special Benefit Area shall be a fraction, the numerator of which shall be the number of Assessment Units allocated to the Lot or Unit in the Special Benefit Area, and the denominator of which shall be the total number of Assessment Units allocated to all Lots or Units located in such Special Benefit Area.

9.4.4. Excess Funds. During the term of any subsidy agreement between Declarant and the Master Association, all funds remaining in the Maintenance Funds in excess of the amounts used for the operation and payment of Common Expenses of the Master Development (including Reserves) shall be accumulated to fund future Maintenance Fund deficits. After the termination of any subsidy agreement, the Board of Directors may determine that funds remaining in the General Operating and Special Benefit Area Operating Funds, in excess of the amounts used for the operation of the Master Development, may, in the discretion of the Board, be used to reduce the following year's Common Assessment attributable to such Maintenance Funds or transferred into the applicable Reserve Fund.

9.5. LIMIT ON COMMON ASSESSMENT INCREASES. During the Fiscal Year in which

Common Assessments commence, the Board may increase the General Assessment Component by more than twenty percent (20%) of the General Assessment Component disclosed for the Master Development in the previous year's budget. After the Fiscal Year in which Common Assessments commence, the Board may unilaterally increase the General Assessment Component up to twenty percent (20%) of the General Assessment Component for the immediately preceding Fiscal Year. After the Fiscal Year in which Common Assessments commence, the Board may not impose an increase of the General Assessment Component of greater than twenty percent (20%) in any subsequent Fiscal Year, without first obtaining the vote of Owners, constituting a quorum, casting a majority of all votes of the Master Association.

9.6. INCREASES IN THE SPECIAL BENEFIT AREA COMPONENT. During the Fiscal Year in which Common Assessments commence, the Board may increase any Special Benefit Area Component by more than twenty percent (20%) of the Special Benefit Area Component disclosed for the Master Development in the previous year's budget. After the Fiscal Year in which Common Assessments commence, the Board may unilaterally increase any Special Benefit Area Component up to twenty percent (20%) of the Special Benefit Area Component for the immediately preceding Fiscal Year. Any increases greater than twenty percent (20%) in any subsequent Fiscal Year must first be approved by the vote of Owners, constituting a quorum, casting a majority of the total votes of the Lots or Units in the applicable Special Benefit Area.

9.7. PROVISIONS APPLICABLE TO ALL COMPONENTS OF COMMON ASSESSMENTS.

9.7.1. Supplemental Common Assessments. If the Board determines that Common Expenses may be properly paid by collection of a Common Assessment in an amount less than the maximum authorized Common Assessment, the Board may levy a Common Assessment which is less than the maximum authorized amount. If the Board determines that the Common Assessment being collected is or will become inadequate to pay all Common Expenses, the Board shall immediately determine the approximate amount of the inadequacy and levy a supplemental Common Assessment, subject to the limitations described in Subsection 9.5 above.

9.7.2. Automatic Assessment Increases. Notwithstanding any other provisions of this Section, upon annexation of any portion of the Annexable Territory, the Common Assessment shall be automatically increased by the additional amount, if any, necessary to maintain the Common Areas and Master Association Property. To minimize the need for frequent adjustments in the amount of the Common Assessments during the development of the Master Development, the Board may level the amount of the Common Assessments invoiced to the Owners at an amount calculated to defray the Common Expenses of the Master Association during the time that Common Assessments are fluctuating due to the periodic annexation of Lots, Units and Master Association Property.

9.8. SPECIAL ASSESSMENTS. The Board may levy, in any Fiscal Year, a Capital Improvement Assessment or Reconstruction Assessment (each, a "Special Assessment" for purposes of this Section) applicable to that Fiscal Year only for purposes authorized in this Master Declaration or any Supplemental Declaration.

9.8.1. Limit Outside of Special Benefit Areas. No Special Assessment in any Fiscal Year for an Improvement not included in a Special Benefit Area which, if added to the Special Assessments already levied during such Fiscal Year (excluding Special Assessments for Special Benefit Areas), exceed ten percent (10%) of the Master Association's budgeted gross expenses for such Fiscal Year (excluding budgeted gross expenses for Special Benefit Areas), may be levied without the vote or written assent of Owners, casting a majority of the total votes of the Master Association at a meeting or by written ballot.

9.8.2. Limit for Special Benefit Areas. No Special Assessments in any Fiscal Year for

an Improvement in a Special Benefit Area which, if added to the Special Assessments already levied during such Fiscal Year solely for that Special Benefit Area, exceed ten percent (10%) of the Master Association's Budgeted gross expenses for the Special Benefit Area for such Fiscal Year, may be levied without the vote or written assent of Owners, casting a majority of the total votes of the Lots or Units in the applicable Special Benefit Area.

9.9. COMMENCEMENT OF COMMON ASSESSMENTS. Common Assessments shall commence as to each Lot or Unit in any Phase containing Residences on the first day of the first month after the Close of Escrow in such Phase. Assessments shall commence as to each Lot or Unit on the later to occur of (i) following the issuance of a temporary or final certificate of occupancy by applicable Local Governmental Agency, or (ii) the day such Phase becomes subject to this Master Declaration.

9.10. COLLECTION OF COMMON ASSESSMENTS. The Board shall fix the amount of the Common Assessment against each Lot or Unit at least thirty (30) days in advance of each Common Assessment period. Common Assessments shall be calculated annually based on a budget adopted at least annually by the Master Association in accordance with any requirements, if any, imposed by Utah law. The Board may at any time ratably increase or decrease the Common Assessments to such levels as shall be reasonably necessary in the judgment of the Master Association Board to cover the obligations of the Master Association hereunder, including provision for reasonable reserves for replacements. The Master Association is obligated to maintain Common Assessments at a level sufficient to enable payment of all costs of maintenance of the Common Areas and Master Association Property. Written notice of any change in the amount of any Common Assessment, Capital Improvement Assessment or Reconstruction Assessment shall be sent via first-class mail to every Owner subject thereto not less than thirty (30) days prior to the increased Assessment becoming due. The Master Association may use any method of collecting Assessments allowed by law including charging credit cards or electronic transfers. At the Master Association's discretion, the additional cost of any method of collection may be collected from the Owner electing the method of collection and does not have to be divided equally among all Owners.

9.11. EXEMPT PROPERTY. The following property is exempt from the obligation to pay Assessments:

9.11.1. Public Property. All portions of the Master Development dedicated to and accepted by a Local Governmental Agency.

9.11.2. Master Association Property. The Master Association Property.

9.11.3. Common Area. All Common Areas and any areas exempted from Assessments in a Supplemental Declaration.

9.11.4. Exempt Lots and Exempt Units. On the date on which a Lot or Unit loses its status of being an Exempt Lot or Exempt Unit (as set forth in Subsection 1.24), then it shall automatically be subject to assessments from that date forward.

9.12. CAPITALIZATION OF ASSOCIATION. A reinvestment fee (the "Reinvestment Fee") is hereby established in accordance with Utah Code Ann. § 57-1-46 and the following terms and conditions:

9.12.1. Upon the occurrence of any sale, transfer, or conveyance of any Lot or Unit as reflected in the Records of the Office of the County Recorder, regardless of whether it is pursuant to the sale of the Lot or Unit or not (as applicable, a "Transfer"), the party receiving title to the Lot or Unit (the "Transferee") shall pay to the Master Association a Reinvestment Fee. The Board may set or adjust the Reinvestment Fee amount by rule as a Community Guideline. Unless the Board adopts a Community Guideline otherwise, the Reinvestment Fee shall be five hundred dollars (\$500). In no event shall the Reinvestment Fee exceed 0.5% of the value of the Lot or Unit, or the maximum rate otherwise permitted by law.

9.12.2. Notwithstanding anything to the contrary contained in this Section, the Master Association shall not levy or collect a Reinvestment Fee for any of the Transfers described below:

9.12.2.1. Any Transfer to (a) the United States or any agency or instrumentality thereof, or (b) the State of Utah or any county, city, municipality, district or other political subdivision of the State of Utah.

9.12.2.2. Any Transfer to the Master Association or its successors.

9.12.2.3. Any Transfer, whether outright or in trust, that is for the benefit of the transferor or the transferor's relatives, but only if the consideration for the Transfer is no greater than 10 percent of the value of the Lot or Unit transferred.

9.12.2.4. Any Transfer or change of interest by reason of death, whether provided for in a will, trust, or decree of distribution, except for a sale of the Lot or Unit by the estate of an Owner.

9.12.2.5. Any Transfer made solely for the purpose of confirming, correcting, modifying, supplementing a Transfer previously recorded, or removing clouds on titles.

9.12.2.6. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation.

9.12.2.7. Any Transfer in connection with (a) the foreclosure of a Mortgage, or (b) a deed given in lieu of foreclosure.

9.12.2.8. An involuntary Transfer.

9.12.2.9. A bona fide Transfer to a family member of the seller within three degrees of consanguinity who, before the Transfer, provides adequate proof of consanguinity.

9.12.3. The Reinvestment Fee shall be due and payable by the Transferee to the Master Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall be treated as a Common Assessment for collection purposes.

9.13. RESERVE ACCOUNT STUDY. At least once every six (6) years the Board shall cause a study to be conducted of the reserve account(s) of the Master Association and its adequacy to satisfy anticipated future expenditure requirements. The Board shall, thereafter, annually review the reserve account study and shall consider and implement necessary adjustments to reserve account requirements and funding as a result of that review. Any reserve account study shall include, at a minimum:

9.13.1. Identification of the major components which the Master Association is obligated to repair, replace, restore or maintain which, as of the date of the study, have a useful life of less than 30 years.

9.13.2. An estimate of the total annual contribution necessary to defray the cost to repair, replace, restore or maintain each major component during and at the end of its useful life, after subtracting total reserve funds as of the date of the study.

9.13.3. For the purposes of this Section, the term "reserve account requirements" means the estimated funds which the Board has determined are required to be available at a specified point in time to repair, replace or restore those major components which the Master Association is

obligated to maintain.

9.14. CURE BY TENANT. If an Owner shall at any time lease his Lot or Unit and shall default in the payment of Common Assessments, the Board may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due, and the payment of such rent to the Board shall be sufficient payment and discharge of such tenant and the Owner for such Assessments to the extent of the amount so paid.

9.15. ACCOUNT PAYOFF INFORMATION. The Master Association may charge a fee for providing account payoff information in connection with the closing of an Owner's financing, refinancing, or sale or transfer of a Lot or Unit as provided for in Utah Code Ann. § 57-8a-106. The Board may set forth the amount of the fee in the Community Guidelines, but such fee shall not exceed the maximum amount allowed pursuant to Utah law.

10. MAINTENANCE OBLIGATIONS.

To protect the aesthetics of the Master Development, the Declarant has established standards for maintaining the various types of property in the Master Development. This Section describes these standards.

10.1. MAINTENANCE OBLIGATIONS OF OWNERS. Each Owner of a Lot or Unit shall maintain his Lot or Unit in accordance with this Section unless this Section is explicitly superseded in a Supplemental Declaration.

10.1.1. General Responsibilities – Lots (Patio Homes). Each Owner, at the Owner's sole expense, shall maintain and restore all Improvements located on the Owner's Lot and the Lot itself, in a neat, sanitary and attractive condition. Such maintenance and restoration responsibilities include the maintenance and restoration of the entire Residence on the Lot including the roof, as well as any fence or wall constructed on the Lot along the Lot line abutting any Master Association Property. If the roof of a Residence is destroyed or damaged the Owner affected thereby may restore it, and the Owner of the neighboring Lot which is affected thereby shall contribute equally to the cost or restoration. An Owner who by his or her negligent or willful act causes a roof to require repair or replacement shall bear the whole cost of the necessary repairs or replacement. All contributions for maintenance, restoration, or subsequent replacement shall be made within sixty (60) days from completion of work. If an Owner fails to make his or her contribution, the harmed Owner shall have the right to initiate a legal or equitable action to recover the monies owed. The Master Association shall not be a party to an action to collect contributions for roofs.

Each Owner whose Lot uses a private drainage system installed by Declarant is responsible for its maintenance. Each Owner whose Lot uses a sewer system lateral, water system lateral, or any other utility line exclusively servicing the Lot, is responsible for the maintenance of that portion of the lateral/line which exclusively serves such Owner's Lot. Each Owner is also responsible for maintaining the mailbox that serves the Owner's Lot. If any Owner permits any Improvement which such Owner is responsible for maintaining to fall into disrepair or to become unsafe, unsightly or unattractive, or to otherwise violate the Governing Documents, the Board may seek any remedies at law or in equity which it may have. In addition, the Board may, after Notice and Hearing, enter upon such Owner's Lot to perform such maintenance and charge the cost thereof to the Owner as a Compliance Assessment. Any repairs which include the modification of exterior aspects of a Lot, Residence or Improvements shall first be approved by the ARC in compliance with Section 6 above.

10.1.2. General Responsibilities – Units (Townhomes). Each Owner, at the Owner's sole expense, shall maintain and restore the Owner's Unit, including the Owner's garage, in a neat, sanitary and attractive condition. If an Owner permits his Unit to fall into disrepair or to become

unsafe, unsightly or unattractive, or to otherwise violate the Governing Documents, the Board may seek any remedies at law or in equity which it may have. In addition, the Board may, after Notice and Hearing, enter upon such Owner's Unit to perform such maintenance and charge the cost thereof to the Owner as a Compliance Assessment. Any repairs which include the modification of exterior aspects of a Lot, Unit, Residence or Improvements shall first be approved by the ARC in compliance with Section 6 above.

10.1.3. Owner Modifications. No Owner shall enlarge or otherwise modify the exterior of his Residence or add any devices or structures to his Lot or Unit such as, for illustration and not limitation, fences, greenhouses, solariums, room additions, enclosing decks, hot tubs, unless and until the Owner has received written consent from the ARC.

10.1.4. Conversion of Common Area. In the event the Board grants the Owner the right to convert Common Area into Limited Common Area, the entire cost of any such improvement or modification shall be borne by the Owner. Ownership interests in the Common Areas shall also be amended to reflect the additional private ownership of the Owner, increasing the Owner's interest and concurrently reducing the ownership interests of the other Owners. The Owners need not consent to such an amendment. Moreover, the Owner shall pay all expenses associated with the preparation, execution and recordation of any amendments reflecting such conversion.

10.1.5. Additional Insurance Obligations. Each Owner is also responsible for carrying public liability insurance in the amount such Owner deems desirable to cover such Owner's individual liability for damage to person or property occurring inside such Owner's Residence or elsewhere upon such Owner's Lot or Unit.

10.1.6. Right of Entry. The Master Association shall have the right to enter into any Lot or Unit for the purpose of cleaning, maintenance, repairs, including emergency repairs, and for the purpose of abating a nuisance, or a known or suspected dangerous or unlawful activity, and for the purpose of cleaning, maintaining or repairing any Common Areas.

10.2. COMMON WALLS. Each wall or fence which is placed on the dividing line between the Lots or Units or the exterior walls of a Residence is a "Common Wall". The cost of the initial installation, reasonable maintenance, and subsequent replacement of a Common Wall shall be shared equally by the Owners of the Lots or Units divided by the Common Wall. However, each Owner is responsible for repainting the side of any Common Wall facing his Lot or Unit. If a Common Wall is destroyed or damaged, any Owner whose Lot or Unit is affected thereby may restore it, and the Owner of the other Lot or Unit which is affected thereby shall contribute equally to the cost of restoration. An Owner who by his negligent or willful act causes a Common Wall to require repair or replacement shall bear the whole cost of the necessary repairs or replacement. The right of any Owner to contribution from any other Owner under this Section is appurtenant to each Owner's Lot or Unit and passes to such Owner's successors in title. An Owner's contribution to the initial installation of a Common Wall shall be made within twelve (12) months from the date of completion of work. All other contributions for maintenance, restoration, or subsequent replacement shall be made within sixty (60) days from completion of work. If an Owner fails to make his contribution, the harmed Owner shall have the right to initiate a legal or equitable action to recover the monies owed. The Master Association shall not be a party to an action to collect contributions for Common Walls.

10.3. MAINTENANCE OBLIGATIONS OF THE MASTER ASSOCIATION.

10.3.1. Responsibilities. The Master Association shall maintain, repair and replace all portions of the Master Association Property, that are not the responsibility of the Owners, in an attractive condition and in good order and repair. The Board shall determine, in its sole discretion, the level and frequency of any maintenance, repair and replacement of said Master Association Property. The Master Association may add or remove any landscaping Improvements to or from

the Master Association Property and shall keep the landscaping thereon free of weeds and disease. The costs associated with the maintenance, replacement and repair of Common Areas shall be a Common Expense.

Inspection. The Board shall have the Master Association Property and all Improvements thereon that are the responsibility of the Master Association to maintain, repair and replace, inspected periodically in order to (a) determine whether the Master Association Property is being maintained in accordance with the standards of maintenance established in the Governing Documents, (b) determine the condition of the Master Association Property and any Improvements thereon, including the existence of any hazards or defects, and the need for performing additional maintenance, refurbishment, replacement, or repair, and (c) recommend preventive actions to reduce potential maintenance costs to be incurred in the future. The Board shall keep Declarant fully informed of the Board's activities under this Section.

10.3.2. Maintenance and Improvements Spending Authorization. Additions or Improvements to the Common Areas which cost no more than ten (10) percent of the budgeted non-reserve expenses may be authorized by the Board alone. Additions or Improvements the cost of which exceed ten (10) percent of the budgeted non-reserve expenses and which are not part of the Board-approved annual budget of the Master Association must, prior to being constructed, be authorized by at least a majority of the total votes of the Master Association. Any additional or Capital Improvements which would materially alter the nature of the Master Development must, regardless of its cost and prior to being constructed, be authorized by at least sixty-seven percent (67%) of the total votes of the Master Association. For purposes of this Section, "materially alter the nature of the Master Development" shall mean any addition or Improvement that changes the Master Development from residential to any other use, such as commercial or any form of timesharing/nightly rentals.

10.3.3. Damage to Master Association Property. After Notice and Hearing, the Board may levy the cost of any maintenance, repairs and replacements by the Master Association within the Master Association Property arising out of or caused by the willful or negligent act of an Owner or other Person as a Compliance Assessment against the responsible Owner or Person.

11. DAMAGE AND DESTRUCTION.

This Section establishes the procedure for repairing or reconstructing damaged property in the Master Development.

11.1. ATTORNEY IN FACT. All of the Owners irrevocably constitute and appoint the Master Association as their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with the Master Development upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from any Owner shall constitute an appointment by said grantee of the Master Association as his attorney-in-fact as herein provided. As attorney-in-fact, the Master Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. All insurance proceeds shall be payable to Master Association except as otherwise provided in this Master Declaration.

11.2. REPAIR AND RECONSTRUCTION. Repair and reconstruction of the Improvements as used herein means restoring the Master Development (except Residences, Units and Improvements upon a Lot) to substantially the same condition in which it existed prior to the damage or destruction.

11.3. MATERIAL DAMAGE OR DESTRUCTION. In the event all or any part of the Master Development is damaged or destroyed, the Master Association shall proceed as follows:

11.3.1. The Master Association shall give timely written notice to any holder of any First Mortgage on a Lot or Unit who requests such notice in writing in the event of substantial damage to or destruction of any part of the Common Areas subject to such First Mortgage.

11.3.2. As soon as practicable after an event causing damage to or destruction of any part of the Master Development, the Master Association shall obtain complete and reliable estimates of the costs to repair and reconstruct the part of the Common Areas damaged or destroyed.

11.3.3. If the proceeds of the insurance maintained by the Master Association equal or exceed the estimated costs to repair and reconstruct the damaged or destroyed part of the Common Areas, such repair and reconstruction shall be carried out.

11.3.4. If the proceeds of the insurance maintained by the Master Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Master Development and if less than seventy-five percent (75%) of the Master Development is damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The Master Association shall levy a Special Assessment sufficient to provide funds to pay the actual costs of such repair and reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Such Special Assessment shall be allocated and collected as provided in Section 9 hereof, except that any vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.

11.3.5. If the proceeds of the insurance maintained by the Master Association are less than the estimated costs to repair and reconstruct the damaged or destroyed Common Areas and if seventy-five percent (75%) or more of the Common Areas is damaged or destroyed, such damage or destruction shall be repaired and reconstructed, but only if within one hundred (100) days following the damage or destruction, Owners entitled to vote at least seventy-five percent (75%) of the votes of the total votes of the Master Association vote to carry out such repair and reconstruction. If, however, the Owners do not, within one hundred (100) days after such damage or destruction, elect by a vote of at least seventy-five percent (75%) of the votes of the total votes of the Master Association to carry out such repair and reconstruction, the Master Association shall record in the office of the County Recorder of Washington County, State of Utah, a notice setting forth such facts. Upon the recording of such notice, the following shall occur:

11.3.5.1. The Master Development shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of the insurance of the Master Development, if any, shall be considered as one fund and shall be divided among all Owners in an amount equal to the pro-rata interests of the Owners in the Master Development.

11.3.5.2. In no event shall an Owner of a Lot or Unit or any other party have priority over the holder of any First Mortgage on such Lot or Unit with respect to the distribution to such Lot or Unit of any insurance proceeds.

11.4. RECONSTRUCTION. If the damage or destruction to Common Areas is to be repaired or reconstructed as provided above, the Master Association shall, as soon as practicable after receiving the said estimate of costs, commence and diligently pursue to completion the repair and reconstruction of that part of the Common Areas. The Master Association may take all necessary or appropriate action to effect the repair and reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith, except as otherwise expressly provided herein. The Common Areas shall be restored or repaired to substantially the same condition in which it existed prior to the damage or destruction, with each Lot, Unit and the Common Areas having the same vertical and horizontal boundaries as before. Any restoration or repair of the Common Areas or a Residence, after a

partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Master Declaration and the Community Guidelines and the Architectural Guidelines.

11.5. APPLICATION OF RECONSTRUCTION FUNDS. If repair or reconstruction is to Common Areas, the insurance proceeds held by the Master Association and any amounts received from Common Assessments shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for costs of repair and reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners equally.

11.6. LIABILITY OF OWNERS FOR DAMAGE TO COMMON AREAS. If any Owner (or the family members, guests, tenants or invitees of such Owner) causes any damages to or destruction of any Common Areas, said Owner shall be fully responsible for all costs reasonably incurred to repair the damage or replace any items that need to be replaced as a result of the damage. All costs incurred by the Master Association in connection with such repair and/or replacement shall be secured by a lien in favor of the Master Association, and the Master Association shall have the same rights with respect to collection of said amounts and/or enforcement of the lien as it does with respect to collection of assessments and enforcement of the lien securing payment of assessments as set forth in Section 15 below.

12. EMINENT DOMAIN.

This Section establishes the procedure for handling the Condemnation of property in the Master Development.

12.1. NOTICE. Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the Common Areas or one or more Lots, Units or portions thereof by the exercise of the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Board and each Owner shall be entitled to notice thereof and the Board shall, and the Owners at their respective expense may, participate in the proceedings incident thereto.

12.2. OWNERSHIP OF CONDEMNATION AWARD. With respect to the Common Areas, any damages or awards shall be determined for such taking, injury or destruction as a whole and not for each Owner's interest therein. After such determination, each Owner shall be entitled to a share in the damages in the same proportion as his ownership interest in the Common Areas. This provision does not prohibit a majority of the Owners from authorizing the Board to use such damages or awards for replacing or restoring the Common Areas so taken on the remaining land or on other acquired land, provided that this Master Declaration and the Plat are duly amended.

12.3. CONDEMNATION AWARD HELD BY ASSOCIATION IN TRUST. With respect to one or more adjoining Lots, Units or portions thereof, the damages or awards for such taking shall be deemed to be proceeds from insurance on account of damage or destruction pursuant to Section 11 above and shall be deposited with the Board as trustee. Even though the damages or awards may be payable to one or more Owners, the Owners shall deposit the damages or awards with the Board as trustee. In the event an Owner refuses to so deposit his award with the Board, then at the option of the Board, either a Compliance Assessment shall be made against the defaulting Owner and his Lot in the amount of this award or the amount of such award shall be set off against the sum hereafter made payable to such Owner.

12.4. EFFECT OF CONDEMNATION. If one or more Lots or Units are taken, in whole or in part, and the Master Development is not removed from the provisions of the Act, the taking shall have the following effects:

12.4.1. If the taking reduces the size of a Lot and/or Unit and the remaining portion of the Lot or Unit may be made tenantable, the Lot or Unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of the Lot or Unit. The balance of the award, if any, shall be distributed to the Mortgagee to the extent of the unpaid balance of its Mortgage and the excess, if any, shall be distributed to the Owner.

12.4.2. If the taking destroys or so reduces the size of a Residence or Lot or Unit that it cannot be made tenantable, the award shall be distributed to the Mortgagee of the Lot or Unit to the extent of the unpaid balance of its Mortgage and the excess, if any, shall be distributed to the Owners thereof. The remaining portion of such Lot or Unit, if any, shall become a part of the Common Areas and shall be placed in condition for use by all Owners in the manner approved by the Board. The ownership interest in the Common Areas appurtenant to the Lots and Units that continue as part of the Master Development shall be equitably adjusted to distribute the ownership of the Common Areas among the reduced number of Owners.

12.5. MEMORIALIZATION OF CONDEMNATION CHANGES. Changes in Lots, Units, in the Common Areas and in the ownership of the Common Areas that are affected by the taking referred to in this Section 12 shall be evidenced by an Amendment to this Master Declaration and the Plat, which need not be approved by the Owners.

13. INSURANCE OBLIGATIONS.

This Section establishes minimum requirements for insurance kept by the Master Association and Owners. The Association shall obtain insurance as required in this Amended and Restated Master Declaration, the Act, or other applicable laws. The Master Association may obtain insurance that provides more or additional coverage than the insurance required in this Amended and Restated Master Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of, or in addition to, embedded, included coverage, or endorsements to other policies. Insurance premiums shall be a Common Expense.

13.1. PROPERTY INSURANCE. The Master Association shall maintain a blanket policy of property insurance covering the entire Master Development, including the Common Area and all buildings, including Lots and Units, to the extent such insurance is required by law and the Master Association deems appropriate. The Master Association may maintain broader coverage if afforded by the insurance contract.

13.1.1. Any such blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any permanent fixture, improvement, or betterment installed in or to the Lot, Unit or Limited Common Area or otherwise permanently part of or affixed to Common Areas, Lots, Units, or Limited Common Areas, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings and windows

13.1.2. At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.

13.1.3. The blanket policy shall be in an amount not less than one hundred

percent (100%) of current replacement cost of all property covered by such policy at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

13.1.4. The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; and (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

13.1.5. Owner Responsibility for Payment of Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

- a) The Master Association's policy provides primary insurance coverage, and;
- b) Notwithstanding subsection (a) above, and subject to subsection (c) below:
 - a. The Owner is responsible for the Master Association's policy deductible; and
 - b. The Owner's policy, if any, applies to that portion of the loss attributable to the Master Association's policy deductible.
- c) An Owner that has suffered damage to any combination of a Lot, Unit or a Limited Common Area appurtenant to a Lot/Unit as part of a loss, resulting from a single event or occurrence, that is covered by the Master Association's property insurance policy ("a Covered Loss") is responsible for an amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to Lot/Unit damage ("Unit Damage Percentage") for that Lot/Unit to the amount of the deductible under the Association's property insurance policy; and
- d) If an Owner does not pay the amount required under subsection c) above within thirty (30) days after substantial completion of the repairs to, as applicable, the Lot, Unit or the Limited Common Area appurtenant to the Lot/Unit, the Master Association may levy an individual Assessment against the Owner for that amount.

13.1.6 The Master Association's Obligation to Segregate Property Insurance Deductible. The Master Association may keep in a segregated bank account an amount equal to the Master Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.

13.1.7 The Master Association's Right to Not Tender Claims that are Under the Deductible. If in the exercise of its business judgment, the Board of Directors determines that a claim is likely not to exceed the Master Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Master Association's policy deductible; (b) an Owner who does not

have a policy to cover the Master Association's property insurance policy deductible; and
(c) the Association need not tender the claim to the Association's insurer.

13.1.8 Notice Requirement for Deductible. The Master Association shall provide notice to each Owner of the Owner's obligation for the Master Association's policy deductible and of any change in the amount of the deductible. If the Master Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of a loss. If the Master Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Amended and Restated Master Declaration.

13.2. COMPREHENSIVE GENERAL LIABILITY (CGL) INSURANCE. The Master Association shall obtain CGL insurance insuring the Master Association, the agents and employees of the Master Association, and the Owners, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Master Association. The coverage limits under such policy shall not be less than Two Million Dollars (\$2,000,000.00) covering all claims for death or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Master Association or another Owner.

13.3. DIRECTOR'S AND OFFICER'S INSURANCE. Unless otherwise required by Utah law, the Master Association may obtain Directors' and Officers' liability insurance protecting the Board of Directors, the officers, and the Master Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). This policy shall to the extent possible: (1) include coverage for volunteers and employees, (2) include coverage for monetary and non-monetary claims, (3) provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) provide coverage for defamation. In the discretion of the Board, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the Manager or any employees of the Manager.

13.4. INSURANCE COVERAGE FOR THEFT AND EMBEZZLEMENT OF MASTER ASSOCIATION FUNDS. The Master Association may obtain insurance covering the theft or embezzlement of funds that shall: (1) provide coverage for an amount of not less than the sum of three (3) months' regular assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds, and (2) provide coverage for theft or embezzlement of funds by: (a) officers and Board Members, (b) employees and volunteers of the Master Association, (c) any manager of the Master Association, (c) officers, directors, and employees of any manager of the Master Association, and (d) coverage for acts.

13.5. WORKER'S COMPENSATION INSURANCE. The Board of Directors may purchase and maintain in effect workers' compensation insurance for all employees of the Master Association to the extent that such insurance is required by law and as the Board deems appropriate.

13.6. CERTIFICATES. Any insurer that has issued an insurance policy to the Master Association shall issue a certificate of insurance to the Master Association, and upon written request, to any Owner or Mortgagee.

13.7. NAMED INSURED. The name insured under any policy of insurance shall be the Master Association. Each Owner shall also be an insured under all property and CGL insurance policies.

13.8. RIGHT TO NEGOTIATE ALL CLAIMS AND LOSSES AND RECEIVE PROCEEDS. Insurance proceeds for a loss under the Master Association's property insurance policy are payable to an Insurance Trustee if one is designated, or to the Master Association, and shall not be payable to a holder of a security interest. An Insurance Trustee, if any is appointed, or the Master Association shall hold any insurance proceeds in trust for the Master Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Master Association. If the property is not to be repaired or restored, then any remaining proceeds after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Lots/Units. Each Owner hereby appoints the Master Association, or any Insurance Trustee, as attorney-in-fact for negotiating all losses related thereto, including the collection, receipt of, and appropriate disposition of all insurance proceeds; the execution of releases of liability; and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors, or assigns of the Owner.

13.9. INSURANCE TRUSTEE. In the discretion of the Board of Directors or upon written request executed by Owners holding at least 50% of the entire voting interest of the Master Association, the Board shall hire and appoint an insurance trustee ("Insurance Trustee"), with whom the Master Association shall enter an insurance trust agreement, for the purposes of exercising such rights under this paragraph as the Owners or Board (as the case may be) shall require.

13.10. OWNER ACT CANNOT VOID COVERAGE UNDER ANY POLICY. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Master Association and under direct authorization of the Master Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

13.11. WAIVER OF SUBROGATION AGAINST OWNERS AND ASSOCIATION. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Master Association and the Owners and their respective agents and employees.

13.12. ANNUAL INSURANCE REPORT. The Board of Directors may obtain a written report by a reputable insurance broker, agent, or consultant (who may be the insurance provider/agent/broker used by the Master Association) setting forth the existing insurance obtained pursuant to the Amended and Restated Master Declaration and stating whether in the opinion of such broker or consultant, the insurance complies with the requirements of the Amended and Restated Master Declaration and the Act. Such report may also set forth recommendations regarding current policy provisions and for additional insurance reasonably required for the protection of the Owners and Lenders in light of the insurance then available and the prevailing practice with respect to other similar projects. The Board of Directors shall be protected in relying on the written report furnished pursuant to this Subsection provided reasonable care and prudence were exercised in selecting such insurance broker, agent, or consultant. The most recent annual insurance report shall be made available to Mortgagees and Owners upon request.

14. RIGHTS OF MORTGAGEES

This Section gives various rights to lenders.

14.1. GENERAL PROTECTIONS. Notwithstanding any other provision of this Master

Declaration, no amendment or violation of the Master Declaration defeats or renders invalid the rights of the Beneficiary under any Mortgage made in good faith and for value, provided that after the foreclosure of any such Mortgage such Lot or Unit will remain subject to this Master Declaration. For purposes of the Governing Documents, "First Mortgage" means a Mortgage with first priority over other Mortgages on a Lot or Unit, and "First Mortgagee" means the Mortgagee of a first Mortgage. For purposes of any provisions of the Governing Documents which require the vote or approval of a specified percentage of first Mortgagees, such vote or approval is determined based upon one (1) vote for each Lot or Unit encumbered by each such First Mortgage. In order to induce VA, FHA, FHLMC, GNMA and FNMA to participate in the financing of the sale of Lots and Unit, the following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of this Declaration or any other of the Governing Documents, these added provisions control).

14.2. WRITTEN NOTIFICATION. Each Mortgagee, insurer and guarantor of a first Mortgage encumbering at least one Lot or Unit, upon filing a written request for notification with the Board, is entitled to written notification from the Master Association of: a) any condemnation or casualty loss which affects either a material portion of the Master Development or the Lots or Units securing the respective First Mortgage, b) any delinquency of sixty (60) days or more in the performance of any obligation under the Governing Documents, including the payment of Assessments or charges owed by the Owner(s) of the Lots or Units securing the respective First Mortgage, which notice each Owner consents to and authorizes, c) a lapse, cancellation, or material modification of any policy of insurance or fidelity insurance kept by the Master Association; and d) any abandonment or termination of the Master Association.

14.3. RIGHT OF FIRST REFUSAL. Each Owner, including each First Mortgagee of a Mortgage encumbering any Lot or Units which obtains title to such Lot or Unit pursuant to the remedies provided in such Mortgage, or by foreclosure of such Mortgage, or by deed or assignment in lieu of foreclosure, shall be exempt from any "right of first refusal" created or purported to be created by the Governing Documents.

14.4. ACQUISITION BY MORTGAGEE. Each First Mortgagee of a Mortgage encumbering any Lot or Unit who obtains title to such Lot or Unit pursuant to the remedies provided in such Mortgage or by foreclosure of such Mortgage shall take title to such Lot or Unit free of any claims for unpaid Assessments or charges against such Lot or Unit which accrued prior to the time such Mortgagee acquires title to such Lot or Unit.

14.5. RIGHTS UPON REQUEST. All beneficiaries, insurers and guarantors of First Mortgages, upon written request to the Master Association, shall have the right to examine current copies of the Master Association's books, records and financial statements and the Governing Documents as allowed for under Utah law, during normal business hours.

14.6. PAYMENTS OF DELINQUENT AMOUNTS. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Master Association Property and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for Master Association Property and First Mortgagees making such payments shall be owed immediate reimbursement therefore from the Master Association.

14.7. CONTRACTS. The Board may enter into such contracts or agreements on behalf of the Master Association as are required in order to satisfy the guidelines or requirements of VA, FHA, FHLMC, FNMA, GNMA or any similar entity, so as to allow for the purchase, insurance or guaranty, as the case may be, by such entities of First Mortgages encumbering Lots and Units. Each Owner agrees that it will benefit the Master Association and its Members, as a class of potential Mortgage borrowers and potential sellers of their Lots and Units, if such agencies approve the Master Development as a qualifying subdivision under their respective policies. Each Owner authorizes his Mortgagees to furnish information to the Board concerning the status of any Mortgage encumbering a Lot or Unit.

15. ENFORCEMENT

15.1. ENFORCEMENT OF RESTRICTIONS. All disputes arising under or relating to the Governing Documents, except as set forth in Section 16, shall be resolved as follows:

15.1.1. All Owners, guests or tenants of an Owner, and persons under Owner's control, shall strictly comply with the provisions of this Amended and Restated Master Declaration, the Bylaws, and the rules and regulations and decisions issued pursuant thereto, as such may be modified and amended from time to time. The Master Association may delegate to the Manager the power and authority to carry out disciplinary actions duly imposed.

15.1.2. Master Association's Ability to Remedy a Violation. If the Board of Directors determines that there is a violation of the Governing Documents, or the ARC determines that an Improvement which is the responsibility of an Owner needs installation, maintenance, repair, restoration or painting, before the Master Association remedies said condition or violation, the Board or Directors shall give written notice to the responsible Owner identifying (i) the condition or violation complained of, and (ii) the length of time the Owner has to remedy the violation including, if applicable, the length of time the Owner has to submit plans to the ARC and the length of time the Owner has to complete the work proposed in the plans submitted to the ARC. If an Owner does not perform such corrective action as is required by the Board of Directors within the allotted time, the Board or Directors, after Notice and Hearing, may remedy such condition or violation complained of, and the cost thereof shall be charged to the Owner as a Compliance Assessment.

15.1.3. Violations Identified by an Owner. If an Owner alleges that another Owner or other Person is violating the Governing Documents (other than nonpayment of an Assessment), the complaining Owner must first submit the matter to the Board for Notice and Hearing before the complaining Owner may resort to litigation.

15.1.4. Legal Proceedings. Failure of an Owner, or any other Person, to comply with any of the terms of the Governing Documents is grounds for relief which may include imposition of a Compliance Assessment and/or an action to recover sums due for damages, injunctive relief, foreclosure of any lien, fines, or any combination thereof; however, the procedures established in Subsections 15.1.2 and 15.1.3 must first be followed, if they are applicable. If all such actions, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.

15.1.5. Limitation on Litigation Expenditures. The Master Association may not incur litigation expenses, including attorneys' fees, or borrow money to fund litigation, where the Master Association initiates legal proceedings or is joined as a plaintiff in legal proceedings, unless the Master Association first obtains the consent of a majority of the Members (excluding the voting power of any Owner who would be a defendant in such proceedings). Such approval is not necessary if the legal proceedings are initiated (i) to enforce any provision of the Governing Documents, (ii) to collect any unpaid Assessments or fines levied pursuant to the Governing Documents, (iii) to enforce a contract with a vendor, (iv) for a claim, the total value of which is less than Two Hundred Thousand Dollars (\$200,000.00), (v) as a cross-complaint or counter-claim in litigation to which the Master Association is already a party, or (vi) to protect the health, safety and welfare of the Members of the Association.

15.1.6. Additional Remedies. In addition to the foregoing remedies, the Master Association may adopt rules regarding fines and/or a schedule of fines or penalties which, in its reasonable discretion, it may assess against an Owner for the failure of such Owner, or of a resident of or visitor to such Owner's Lot or Unit to comply with the Governing Documents. The Master Association may also impose temporary suspensions of an Owner's right to the use of the Common Areas after Notice and Hearing. The Board may Record a Notice of Noncompliance against an

Owner's Lot or Unit for any violation of the Governing Documents, if permitted by law.

15.1.7. No Waiver. Failure to enforce any provision of the Master Declaration hereof does not waive the right to enforce that provision, or any other provision of the Master Declaration.

15.1.8. Adoption of Additional Rules. The Board may adopt and enforce reasonable rules and regulations that are not inconsistent with the provisions of this Master Declaration.

15.1.9. Right to Enforce. The Master Association may enforce the Governing Documents as described in this Section. Each remedy provided for in the Governing Documents is cumulative and not exclusive or exhaustive.

16. NONPAYMENT OF ASSESSMENTS.

This Section establishes procedures for enforcing the Governing Documents, collecting delinquent assessments and resolving disputes with the Declarant.

16.1. REMEDIES. Any installment of an Assessment is delinquent if not paid within ten (10) days of the due date established by the Board. Any Assessment installment not paid within thirty (30) days after the due date, plus all reasonable costs of collection (including attorneys' fees) and late charges (as established in the Community Guidelines or by rule) bears interest at the rate of eighteen percent (18%) per annum commencing from the date the Assessment becomes due until paid. If an Assessment is payable in Installments, the full amount of the Assessment (plus interest, late fees, attorney fees and costs) are a lien against the Lot or Unit from the time the first installment becomes due. The Master Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Unit. The Master Association may Record a notice of lien against the delinquent Lot or Unit. The Master Association need not accept any tender of a partial payment of an Assessment installment and all costs and attorneys' fees attributable thereto, and any acceptance of any such tender does not waive the Master Association's right to demand and receive full payments thereafter. The Board, upon written request, shall furnish to an Owner a statement setting forth the amount of unpaid Assessments against the Owner's Lot and/or Unit. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Master Association, the Board and every Owner, in favor of all who rely on such statement in good faith.

16.2. THE ASSOCIATION'S LIEN. Subject to any contrary provision in Utah Law, a lien in favor of the Master Association pursuant to this Amended and Restated Master Declaration for any unpaid Assessments, is prior to all other liens and encumbrances on a Lot or Unit except: (1) liens and encumbrances (other than First Mortgages) recorded before recordation of this Master Declaration; (2) a first Mortgage on the Lot or Unit recorded before the date on which the Assessment sought to be enforced became delinquent, except that the Master Association's lien is prior to such First Mortgage to the extent and in the amount of the Common Assessments for Common Expenses based on the periodic budget adopted by the Master Association which would have become due, in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce the lien; and (3) liens for real estate taxes and other governmental assessments or charges against the Lot or Unit. This provision does not affect the priority of a lien for other Assessments made by the Association.

16.3. RECORDING OF LIEN. Recording of the Amended and Restated Master Declaration constitutes record notice and perfection of the Master Association's Lien. Further recording of a claim of lien for Assessment under this provision is not required.

16.4. FORECLOSURE SALE. The Master Association may exercise any non-judicial remedy available under Utah law to foreclose a lien for unpaid Assessments, including exercising a private power of sale. A sale to foreclose a Master Association lien may be conducted in the same manner, prescribed by Utah law, as foreclosures of deeds of trust or in any other manner permitted by law including specifically,

but without limitation, the method recognized under the laws of the State of Utah for the enforcement of a mechanics lien which has been established in accordance with the provisions of Title 38, Chapter 1 of the Utah Code, as amended from time to time. The Master Association, through duly authorized agents, may bid on the Lot or Unit at any foreclosure sale, and acquire and hold, lease, encumber and convey the same. Upon completion of the foreclosure sale, the Master Association or the purchaser at the sale may file suit to secure occupancy of the defaulting Owner's Lot or Unit, and the defaulting Owner shall be required to pay the reasonable rental value of the Lot or Unit during any period of continued occupancy by the defaulting Owner or any Persons claiming under the defaulting Owner. Unless otherwise provided by Utah law, there is no right of redemption by the former Owner after the non-judicial foreclosure sale is completed by the Master Association. The Master Association may appoint legal counsel or a title insurance company as a trustee for the purpose of exercising the power of sale in connection with non-judicial foreclosures as provided in Title 57, Chapter 1 of the Utah Code and made applicable hereto by Title 57, Chapter 8a of the Utah Code, provided, however, the Master Association reserves the right to substitute and appoint a successor trustee as provided in Title 57, Chapter 1 of the Utah Code. The Declarant and each other Owner hereby convey and warrant pursuant to U.C.A. Sections 57-1-20 and 57-8a-302 to the trustee selected by the Master Association, with power of sale, all Lots and Units and all improvements to all Lots and Units for the purpose of securing payment of Assessments under the terms of this Declaration. The lien procedures described herein do not prohibit actions to recover sums for which the Act creates a lien or prohibit the Master Association from taking a deed in lieu of foreclosure.

16.5. CUMULATIVE REMEDIES. All remedies the Master Association has available in connection with collection of delinquent Assessments are cumulative and not exclusive. A suit to recover a money judgment against an Owner may be maintained without foreclosing or waiving the Master Association's lien and right to foreclose the lien. After a Mortgagee or other Person obtains title to a Lot or Unit by judicial foreclosure or by means set forth in a Mortgage, the Lot or Unit shall remain subject to the Master Declaration and the payment of all installments of Assessments accruing after the date the Mortgagee or other Person obtains title.

16.6. RECEIVERS. In addition to the foreclosure and other remedies granted the Master Association in this Amended and Restated Master Declaration, each Owner conveys to the Master Association all of such Owner's right, title and interest in all rents, issues and profits derived from and appurtenant to such Lot or Unit, subject to the right, power and authority of the Master Association to collect and apply such rents, issues and profits to any delinquent Assessments owed by such Owner, reserving to the Owner the right, prior to any default by the Owner in the payment of Assessments, to collect and retain such rents, issues and profits as they become due and payable. Subject to Utah law, as amended, upon any such default the Master Association may, either in person, by agent or by receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness secured by the lien described in this Master Declaration, (a) enter and take possession of the Lot or Unit, (b) in the Master Association's name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and (c) apply the same, less allowable expenses, to any delinquencies of the Owner hereunder, and in such order as the Master Association may determine. The entering upon and taking possession of the Lot or Unit and the collection of rents, issues and profits and the application thereof, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

16.7. DISPUTES WITH DECLARANT PARTIES. Any disputes (each, a "Dispute") between (a) the Master Association or any Owners, on the one hand, and (b) the Declarant, or any director, officer, partner, shareholder, member, employee, representative, contractor, subcontractor, design professional or agent of the Declarant, on the other hand (collectively "Declarant Parties") arising under this Amended and Restated Master Declaration or relating to the Master Development, including disputes regarding latent or patent construction defects, but excluding actions taken by the Master Association against Declarant to collect delinquent Assessments, and disputes solely between Declarant involving contracts for purchase and sale of any portion of the Master Development, where the amount in controversy is greater than Five Thousand Dollars (\$5,000), shall comply with the following procedure: a) give notice to Declarant of the dispute, b) provide Declarant the right to inspect and correct, and c) request mediation in compliance with

the Utah Uniform Mediation Act (Utah Code Ann § 78B-10-101 *et seq*) with the parties bearing their own costs and attorney's fees. If a Dispute remains unresolved after a good faith attempt at mediation lasting at least 5 hours has occurred, any of the parties may file a lawsuit, provided that the Master Association must obtain the vote or written consent of Owners other than Declarant who represent not less than seventy-five percent (75%) of the voting power (excluding the voting power of Declarant) of the Master Association prior to filing a lawsuit in a Dispute with Declarant or a Declarant Party.

16.7.1. Statutes of Limitation. Nothing in this Subsection 16.8 shall be considered to toll, stay, reduce or extend any applicable statute of limitations, provided, however, that Declarant, the Declarant Parties, the Master Association, and any Owner may commence a legal action which in the good faith determination of that Person is necessary to preserve that Person's rights under any applicable statute of limitations so long as no further steps in processing the action are taken except those authorized in this Subsection 16.8.

16.7.2. Agreement to Dispute Resolution; Waivers of Jury Trial and Award of Punitive Damages. Declarant, the Master Association, and each Owner agree to use the procedures established in this Subsection 16.8 to resolve all Disputes and waive their rights to resolve Dispute in any other manner. Declarant, the Master Association, and each Owner acknowledge that by agreeing to resolve all disputes as provided in this Subsection 16.8 they are giving up their rights to an award of punitive damages.

17. DISCLOSURES

Because much of the information included in this Section has been obtained from other sources (e.g., governmental and other public agencies and public records) and because much of the information is subject to change for reasons beyond the control of Declarant and the Master Association, both parties do not guarantee the accuracy or completeness of any of the information disclosed in the Declaration. Further, neither Declarant nor the Master Association undertakes any obligation to advise Owners or prospective purchasers of any changes affecting the disclosures in this Section. All persons should make specific inquiries or investigations to determine the current status of the following information.

17.1. NO REPRESENTATIONS OR WARRANTIES. No representations or warranties of any kind, express or implied, have been given or made by Declarant, the Master Association or their agents or employees in connection with the Master Development, its physical condition, zoning, compliance with laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation as a master planned community, except (i) as specifically and expressly set forth in this Master Declaration, and (ii) as expressly agreed in writing between the parties to the contrary.

17.2. OFFERS OF DEDICATION. Certain areas of the Master Association Property are or will be subject to irrevocable offers of dedication as shown on the recorded plats for the Master Development. The Local Governmental Agency may accept an offer of dedication and assume responsibility for these portions of the Master Association Property at any time.

17.3. NONLIABILITY. Each Owner acknowledges and agrees that neither the Declarant nor the Master Association shall be liable or responsible for any damage to Improvements that have been constructed or modified by another Owner or that is the result of Improvements that have been constructed or modified by another Owner. Improvements may not be installed, constructed or modified without the assistance of qualified consultants.

17.4. NATURE OF THE COMMUNITY. The Master Development is a planned mixed-density residential community being developed in accordance with rights granted to Declarant by the City. The community is planned to be composed of different types and densities. Completion of the Master Development will take many years. Buyer preferences, economic conditions and government approvals can change. Accordingly, Declarant cannot guarantee that the development of the Master Development

will be completed in the form originally proposed or in accordance with any interim modifications of the original planning concept. The form, nature and extent of all future development of both private and public facilities within the Master Development is subject to regulation by all applicable government agencies, which may or may not exercise their authority in accordance with the desires of Declarant and which are, in any case, not within the control of the Declarant. Accordingly, all plans, models, displays and other materials are illustrative only and do not constitute a representation on the part of Declarant that any particular improvements will, in fact, be built or, if built, that such Improvements will be of the type and in the location shown in any plans, models, displays and other materials.

17.5. MASTER ASSOCIATION BUDGETS. Initial Master Association budgets will be prepared by a licensed and bonded community management company and will be based on information available at the date of preparation. Budgets will change from time to time due to changing maintenance requirements, geographic impacts that are not anticipated when the budgets were prepared, the demand by Owners for different, higher, or enhanced services or standards of maintenance and/or unforeseen or unanticipated circumstances. In addition, actual maintenance costs may vary from the costs allocated in the budget; therefore, there is no representation that the initial budget will reflect actual costs of operating the Master Association.

18. GENERAL PROVISIONS

This Section includes provisions that will allow the Master Development and the Declaration to adapt to different changes.

18.1. TERM. This Amended and Restated Master Declaration continues in full force unless a Declaration of Termination satisfying the requirements of an amendment to the Amended and Restated Master Declaration as set forth in Subsection 18.2 is complied with.

18.2. TERMINATION AND AMENDMENT. Notice of the subject matter of a proposed amendment to, or termination of, this Amended and Restated Master Declaration in reasonably detailed form shall be included in the notice of any meeting or election of the Master Association at which a proposed amendment or termination is to be considered.

18.2.1. Member Amendment Approval. All amendments to this Amended and Restated Master Declaration, except those listed in Subsection 18.2.2. and 18.2.3., may be approved and adopted by the affirmative vote of Members holding at least fifty-one percent (51%) of the total votes of the Master Association.

18.2.2. Member Termination Approval. Any amendment terminating this Amended and Restated Master Declaration or the Master Association must be approved and adopted by the affirmative vote of Members holding at least sixty-seven percent (67%) of the total votes of the Master Association.

18.2.3. Mortgagee Approval. In addition to the required notice and consent of Members and Declarant, the beneficiaries of fifty-one percent (51%) of the First Mortgages who have requested the Master Association to notify them of proposed action requiring the consent of a specified percentage of First Mortgagees must approve the following amendments to the Governing Documents:

18.2.3.1. Any amendment which affects or purports to affect the validity or priority of Mortgages or the rights or protection granted to beneficiaries, insurers and guarantors of First Mortgages in this Master Declaration.

18.2.3.2. Any amendment which would require a Mortgagee after it has acquired a Lot or Unit through foreclosure to pay more than its proportionate share of any

unpaid Assessment accruing before such foreclosure.

18.2.3.3. Any amendment which would or could result in a Mortgage being canceled by forfeiture or not being separately assessed for tax purposes.

18.2.3.4. Any amendment relating to the insurance provisions as set out in Section 13, or to the application of insurance proceeds as set out in Section 11, or to the disposition of any money received in any taking under condemnation proceedings as set out in Section 12.

18.2.3.5. Any amendment which would or could result in partition or subdivision of a Lot or Unit in any manner inconsistent with this Master Declaration.

18.2.3.6. Any amendment which would subject any Owner to a right of first refusal or other such restriction if such Lot or Unit is proposed to be sold, transferred or otherwise conveyed.

18.2.3.7. Any amendment concerning: a) reductions in reserves for maintenance, repair and replacement of the Master Association Property, b) redefinition of boundaries of any Unit, c) reallocation of interests in the Master Association Property or rights to its use, d) convertibility of Master Association Property into Lots or Units, e) expansion or contraction of the Master Development or addition, annexation or deannexation of real property to or from the Master Development, f) restoration or repair of the Master Development (after damage or partial condemnation) in a manner other than that specified in this Master Declaration;

18.2.4. Termination. No termination of this Amended and Restated Master Declaration is effective unless it is also approved in advance either by fifty-one percent (51%) of the beneficiaries of the First Mortgages on all of the Lots and Units in the Master Development who have submitted a written request to the Master Association that they be notified of proposed actions requiring the consent of a specified percentage of such beneficiaries (if termination is proposed due to substantial destruction or condemnation of the Master Development) or by sixty-seven percent (67%) of such beneficiaries (if termination is for reasons other than such substantial destruction or condemnation).

18.2.5. Notice to Mortgagees. Each Mortgagee of a First Mortgage which is sent written notice of a proposed amendment or termination of this Master Declaration by certified or registered mail with a return receipt requested shall be deemed to have approved the amendment or termination if the Mortgagee fails to submit a response to the notice within thirty (30) days after the date of the mailing receipt.

18.2.6. Other Amendments. Notwithstanding any other provisions of this Subsection 18.2, Declarant (for so long as Declarant owns any portion of the Master Development or the Annexable Territory) may unilaterally amend all or a portion of this Amended and Restated Master Declaration by Recording a written instrument signed by Declarant in order to: a) conform this Master Declaration to applicable law, b) conform this Master Declaration to the guidelines or requirements of VA, FHA, FNMA, GNMA, FHLMC or the City, c) correct typographical errors, d) change any exhibit to this Master Declaration or portion of an exhibit depicting property that is not part of a Phase for which assessments have commenced, e) change any exhibit to conform to as-built conditions, or (f) for any reason deemed necessary in the sole discretion of the Declarant.

18.3. NO PUBLIC RIGHT OR DEDICATION. Nothing in this Amended and Restated Master Declaration constitutes a gift or dedication of all or any part of the Master Development to the public, or for any public use.

18.4. CONSTRUCTIVE NOTICE AND ACCEPTANCE. Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or Unit or other portion of the Master Development does consent and agree, and shall be conclusively deemed to have consented and agreed, to every limitation, restriction, easement, reservation, condition and covenant contained in this Amended and Restated Master Declaration, whether or not any reference to the Governing Documents is contained in the instrument by which such Person acquired an interest in the Master Development.

18.5. NOTICES. Except as otherwise provided in this Amended and Restated Master Declaration, notice to be given to an Owner must be in writing and may be delivered to the Owner or Mortgagee personally or by any system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means. Delivery of such notice to one (1) or more co-owners of a Lot or Unit, to any general partner of a partnership or to a member of a limited liability company, constitutes delivery to all co-owners, the partnership or the limited liability company. Delivery of such notice to any officer or agent for the service of process on a corporation constitutes delivery to the corporation. Alternatively, notice may be delivered by regular United States mail, postage prepaid, addressed to the Owner or Mortgagee at the most recent address furnished by such Owner or Mortgagee to the Master Association. If an Owner does not furnish an address, notice may be sent to the street address of an Owner's Lot or Unit. Such notice is deemed delivered three (3) business days after the time of such mailing, except for notice of a meeting of Members or of the Board, in which case the notice provisions of the Bylaws control. Otherwise, notice shall be deemed given when actually received if personally delivered or sent by overnight courier; if sent by facsimile or electronic mail, when the facsimile or electronic mail is received, except that if the facsimile or electronic mail is received at a time other than the normal business hours of the office at which it is received, on the next regular business day. Any notice to be given to the Master Association may be delivered personally to any member of the Board, or sent by United States mail, postage prepaid, addressed to the Master Association at such address fixed and circulated to all Owners or sent by any system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means to such address or telephone number as the Board may establish.

18.6. ADDITIONAL PROVISIONS. Notwithstanding the provisions contained in the Governing Documents, there may be provisions of various laws, including the federal Fair Housing Act codified at Title 42 United States Code, Sections 3601 et seq., which may supplement or override the Governing Documents. Declarant makes no representations or warranties regarding the enforceability of any portion of the Governing Documents.

18.7. MERGERS OR CONSOLIDATIONS. Upon a merger or consolidation of the Master Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Master Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by the Governing Documents, together with the covenants and restrictions established upon any other property, as one (1) plan.

18.8. ANNEXATION OF ADDITIONAL PROPERTY. Because the Master Development may eventually be composed of many different properties, the Declarant has reserved the right to annex additional property to the property subject to this Master Declaration. The Master Association is also given the power to add additional property to the property subject to this Master Declaration. Additional real property may be annexed to the Master Development and such additional real property may become subject to this Master Declaration by any of the following methods:

18.9. ANNEXATIONS. Declarant may, but shall not be required to add to the Master Development all or any portion of the Annexable Territory by Recording a Supplemental Declaration encumbering the portion of the Annexable Territory annexed thereby ("Annexed Territory"). Annexable Territory may be added to the Master Development pursuant to this Subsection and Subsection 18.10

without the approval of the Owners, or the Board or the Master Association. All real property that is annexed to the Master Development must be within the corporate limits of the City.

18.10. SUPPLEMENTAL DECLARATION CONTENT. Each Supplemental Declaration annexing real property to the Master Development shall contain at least the following provisions - A reference to this Master Declaration, which reference shall state the date of Recordation hereof and its Instrument number and relevant Recording data including, but not limited to: a) a description of the phases of Development, b) a description of the Annexed Territory, including any Master Association Property. A Supplemental Declaration may cover one (1) or more Phases, as designated in such Supplemental Declaration. The Supplemental Declaration covering a Lot or Unit subject to a Special Benefit Area Assessment Component shall: a) identify the Special Benefit Area, if existing, or describe the Special Benefit Area if proposed, b) identify the Lots or Units covered by the Supplemental Declaration which are entitled to use the facilities of the Special Benefit Area or which are obligated to bear the exclusive or disproportionate maintenance of such Special Benefit Area and which shall be obligated to pay the Special Benefit Area Assessment Component attributable to such Special Benefit Area; and (iii) specify the Common Expenses comprising the Special Benefit Area Assessment Component attributable to such Special Benefit Area. Each Supplemental Declaration shall be signed by Declarant and by each Record owner of the Annexed Territory. For any annexation of property outside of the Annexable Territory, each Supplemental Declaration must be signed by the Record owner of the Annexed Territory and by an officer of the Master Association, certifying that the approval of the requisite percentage of Neighborhood Representatives (as applicable) has been obtained.

18.11. DEANNEXATION AND AMENDMENT. By Declarant. Declarant, with the consent of the City, may amend a Supplemental Declaration or delete all or a portion of a Phase from coverage of this Master Declaration and the jurisdiction of the Master Association, so long as Declarant is the Owner of all of such Phase. Declarant may also unilaterally delete any portion of the Annexable Territory from the Annexable Territory by Recording a Notice of Deletion.

18.12. RIGHTS OF ANNEXED TERRITORY MEMBERS. Upon the Recording of a Supplemental Declaration containing the provisions as set forth in this Section, all provisions contained in this Master Declaration will apply to the Annexed Territory in the same manner as if it were originally covered by this Master Declaration, subject to the provisions of the applicable Supplemental Declaration. Thereafter, the rights, powers and responsibilities of the parties to this Master Declaration with respect to the Annexed Territory will be the same as with respect to the property originally covered.

19. DECLARANT RIGHTS AND EXEMPTIONS

Declarant reserves various rights in this Section to facilitate the smooth, orderly development of the Master Development and to accommodate changes in the development plan that inevitably occur as a community the size of the Master Development grows and matures.

19.1. DECLARANT RIGHTS. Declarant has the following rights. Nothing in the Governing Documents limits and no Owner or the Master Association will interfere with Declarant's exercise of these rights. However, the rights are subject to compliance with state laws and applicable local ordinances.

19.1.1. Subdivision. To subdivide and resubdivide any portion of the Master Development and the Annexable Territory.

19.1.2. Sales. To sell, resell, rent or re-rent any portion of the Master Development and the Annexable Territory.

19.1.3. Development. To complete excavation, grading, construction of Improvements and other development activities on the Master Development and the Annexable Territory.

19.1.4. Construction. Subject to approval of any applicable governmental agency, to alter

construction plans and designs, to modify Improvements and to construct such additional Improvements as Declarant deems advisable.

19.1.5. Signs. To erect, construct and maintain on the Master Development such structures, signs and displays reasonably necessary for the conduct of the business of completing the work and disposing of the Master Development and the Annexable Territory.

19.1.6. Creating Additional Easements. At any time prior to acquisition of title to a Lot or Unit by a purchaser from Declarant, to establish on that Lot and Unit, additional licenses, easements, reservations and rights-of-way to itself, to utility companies, or to others as reasonably necessary to the proper development and disposal of the Master Development and the Annexable Territory.

19.1.7. Sales and Leasing. To use the Master Association Property for access to the sales and leasing facilities of Declarant by prospective purchasers, sales agents.

19.1.8. Models and Offices. To use any structures owned or leased by Declarant in the Master Development as a model home or real estate sales or leasing offices.

19.1.9. Modifications. Without the consent of the Owners, to modify Declarant's or the development plans for the Master Development, the Annexable Territory, or any portion thereof, including designating and redesignating phases of development and constructing Residences of larger or smaller sizes, values or of different types. However, any such proposed re-phasing or modification of a development plan is subject to any required approval by the City.

19.2. EXEMPTIONS. Declarant is exempt from all of the restrictions contained in Section 4 of this Declaration. Furthermore, Declarant is not subject to ARC approval with respect to its construction or development activities. Declarant may exclude portions of the Master Development from jurisdiction of the ARC by Supplemental Declaration.

19.3. ASSIGNMENT OF RIGHTS. All or any portion of the rights of Declarant in the Governing Documents may be assigned by Declarant, to any successor in interest to any portion of Declarant's interest in any portion of the Master Development or the Annexable Territory by an express written assignment which specifies the rights of Declarant so assigned.

19.4. EASEMENT RELOCATION. Easements over real property which has not been made subject to the Master Declaration ("Interim Easement Area") may be relocated, modified or terminated by Declarant to accommodate the final plan of development for the future Phase in which the Interim Easement Area is located. Such relocation, modification or termination shall be set forth in the Recorded instrument annexing fee title to the Interim Easement Area to the Master Declaration. No such relocation, modification or termination shall prevent access to any Lot or Unit. Public utility easements may not be altered or relocated without the consent of the utility company that uses the easement.

19.5. DECLARANT'S REPRESENTATIVE. The Master Association shall give Declarant all notices and other documents to which a Mortgagee is entitled pursuant to this Master Declaration. Commencing on the date on which Declarant no longer has an elected or appointed representative on the Board, and continuing until the date on which Declarant no longer owns a Lot or Unit in the Master Development or any portion of the Annexable Territory, the Master Association shall give Declarant written notice of all meetings of the Board as if Declarant were an Owner and Declarant shall be entitled to have a representative present at all such Board meetings ("Declarant's Representative"). The Declarant's Representative shall be present in an advisory capacity only and shall not be a Board member or have any right to vote on matters coming before the Board.

It is hereby certified that Members holding no less than sixty-seven percent (67%) of the total votes of Woodland Estates Patio Homes Owners Association, Inc., a Utah nonprofit corporation, have voted to approve this Amended and Restated Master Declaration.

IN WITNESS WHEREOF, this 6th day of Sept, 2023.

WOODLAND ESTATES PATIO HOMES OWNERS ASSOCIATION, INC.

Timothy Stewart
Timothy Stewart President

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 6th day of September 2023, by Timothy Stewart, as the President of Woodland Estates Patio Homes Owners Association, Inc., a Utah nonprofit corporation. ~~Timothy Stewart~~ indicated that he executed the same for and on behalf of said corporation for its intended purpose.

Diana Luz Juarez
Notary Public



It is hereby certified that Members holding no less than sixty-seven percent (67%) of the total votes of Woodland Estates Townhomes Owners Association, Inc., a Utah nonprofit corporation, have voted to approve this Amended and Restated Master Declaration.

IN WITNESS WHEREOF, this 6th day of Sept, 2023.

WOODLAND ESTATES TOWNHOMES OWNERS ASSOCIATION, INC.

Timothy Stewart

Timothy Stewart, President

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 6th day of September 2023, by Timothy Stewart, as the President of Woodland Estates Townhomes Owners Association, Inc., a Utah nonprofit corporation. Timothy Stewart indicated that he executed the same for and on behalf of said corporation for its intended purpose.

Diana Luz Juarez

Notary Public



It is hereby certified that Members holding no less than sixty-seven percent (67%) of the total votes of The Woodland Estates Master Owners Association, a Utah nonprofit corporation, have voted to approve this Amended and Restated Master Declaration.

IN WITNESS WHEREOF, this 6th day of Sept, 2023.

WOODLAND ESTATES MASTER OWNERS ASSOCIATION



Timothy Stewart, President

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 6th day of September 2023, by Timothy Stewart, as the President of Woodland Estates Master Owners Association a Utah nonprofit corporation. Timothy Stewart indicated that he executed the same for and on behalf of said corporation for its intended purpose.



Notary Public



EXHIBIT "A"
LEGAL DESCRIPTION MASTER DEVELOPMENT

All of Lots/Parcels: Parcel Number	Legal
SG-WOO-1-1	Subdivision: WOODLAND ESTATES PATIO HOMES 1 (SG) Lot: 1
SG-WOO-1-2	Subdivision: WOODLAND ESTATES PATIO HOMES 1 (SG) Lot: 2
SG-WOO-1-3	Subdivision: WOODLAND ESTATES PATIO HOMES 1 (SG) Lot: 3
SG-WOO-1-4	Subdivision: WOODLAND ESTATES PATIO HOMES 1 (SG) Lot: 4
SG-WOO-1-5	Subdivision: WOODLAND ESTATES PATIO HOMES 1 (SG) Lot: 5
SG-WOO-1-6	Subdivision: WOODLAND ESTATES PATIO HOMES 1 (SG) Lot: 6
SG-WOO-1-7	Subdivision: WOODLAND ESTATES PATIO HOMES 1 (SG) Lot: 7
SG-WOO-1-8	Subdivision: WOODLAND ESTATES PATIO HOMES 1 (SG) Lot: 8
SG-WOO-1-9	Subdivision: WOODLAND ESTATES PATIO HOMES 1 (SG) Lot: 9
SG-WOO-1-10	Subdivision: WOODLAND ESTATES PATIO HOMES 1 (SG) Lot: 10
SG-WOO-1-11	Subdivision: WOODLAND ESTATES PATIO HOMES 1 (SG) Lot: 11
SG-WOO-1-12	Subdivision: WOODLAND ESTATES PATIO HOMES 1 (SG) Lot: 12
SG-WOO-1-13	Subdivision: WOODLAND ESTATES PATIO HOMES 1 (SG) Lot: 13
SG-WOO-1-14	Subdivision: WOODLAND ESTATES PATIO HOMES 1 (SG) Lot: 14
SG-WOO-1-15	Subdivision: WOODLAND ESTATES PATIO HOMES 1 (SG) Lot: 15
SG-WOO-1-16	Subdivision: WOODLAND ESTATES PATIO HOMES 1 (SG) Lot: 16
SG-WOO-1-17	Subdivision: WOODLAND ESTATES PATIO HOMES 1 (SG) Lot: 17
SG-WOO-1-18	Subdivision: WOODLAND ESTATES PATIO HOMES 1 (SG) Lot: 18
SG-WOO-1-19	Subdivision: WOODLAND ESTATES PATIO HOMES 1 (SG) Lot: 19
SG-WOO-1-20	Subdivision: WOODLAND ESTATES PATIO HOMES 1 (SG) Lot: 20
SG-WOO-1-21	Subdivision: WOODLAND ESTATES PATIO HOMES 1 (SG) Lot: 21
SG-WOO-2-22	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 22
SG-WOO-2-23	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 23
SG-WOO-2-24	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 24
SG-WOO-2-25	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 25
SG-WOO-2-26	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 26
SG-WOO-2-27	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 27
SG-WOO-2-28	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 28
SG-WOO-2-29	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 29
SG-WOO-2-30	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 30
SG-WOO-2-31	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 31
SG-WOO-2-32	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 32
SG-WOO-2-33	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 33
SG-WOO-2-34	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 34
SG-WOO-2-35	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 35
SG-WOO-2-36	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 36
SG-WOO-2-37	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 37
SG-WOO-2-38	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 38
SG-WOO-2-39	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 39
SG-WOO-2-40	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 40
SG-WOO-2-41	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 41
SG-WOO-2-42	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 42
SG-WOO-2-43	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 43
SG-WOO-2-44	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 44
SG-WOO-2-45	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 45

SG-WOO-2-46	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 46
SG-WOO-2-47	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 47
SG-WOO-2-48	Subdivision: WOODLAND ESTATES PATIO HOMES 2 (SG) Lot: 48
SG-WOO-3-49	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 49
SG-WOO-3-50	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 50
SG-WOO-3-51	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 51
SG-WOO-3-52	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 52
SG-WOO-3-53	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 53
SG-WOO-3-54	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 54
SG-WOO-3-55	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 55
SG-WOO-3-56	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 56
SG-WOO-3-57	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 57
SG-WOO-3-58	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 58
SG-WOO-3-59	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 59
SG-WOO-3-60	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 60
SG-WOO-3-61	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 61
SG-WOO-3-62	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 62
SG-WOO-3-63	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 63
SG-WOO-3-64	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 64
SG-WOO-3-65	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 65
SG-WOO-3-66	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 66
SG-WOO-3-67	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 67
SG-WOO-3-68	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 68
SG-WOO-3-69	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 69
SG-WOO-3-70	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 70
SG-WOO-3-71	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 71
SG-WOO-3-72	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 72
SG-WOO-3-73	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 73
SG-WOO-3-74	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 74
SG-WOO-3-75	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 75
SG-WOO-3-76	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 76
SG-WOO-3-77	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 77
SG-WOO-3-78	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 78
SG-WOO-3-79	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 79
SG-WOO-3-80	Subdivision: WOODLAND ESTATES PATIO HOMES 3 (SG) Lot: 80
SG-WOO-4-81	Subdivision: WOODLAND ESTATES PATIO HOMES 4 (SG) Lot: 81
SG-WOO-4-82	Subdivision: WOODLAND ESTATES PATIO HOMES 4 (SG) Lot: 82
SG-WOO-4-83	Subdivision: WOODLAND ESTATES PATIO HOMES 4 (SG) Lot: 83
SG-WOO-4-84	Subdivision: WOODLAND ESTATES PATIO HOMES 4 (SG) Lot: 84
SG-WOO-4-85	Subdivision: WOODLAND ESTATES PATIO HOMES 4 (SG) Lot: 85
SG-WOO-4-86	Subdivision: WOODLAND ESTATES PATIO HOMES 4 (SG) Lot: 86
SG-WOO-4-87	Subdivision: WOODLAND ESTATES PATIO HOMES 4 (SG) Lot: 87
SG-WOO-4-88	Subdivision: WOODLAND ESTATES PATIO HOMES 4 (SG) Lot: 88
SG-WOO-4-89	Subdivision: WOODLAND ESTATES PATIO HOMES 4 (SG) Lot: 89
SG-WOO-4-90	Subdivision: WOODLAND ESTATES PATIO HOMES 4 (SG) Lot: 90
SG-WOO-4-91	Subdivision: WOODLAND ESTATES PATIO HOMES 4 (SG) Lot: 91
SG-WOO-4-92	Subdivision: WOODLAND ESTATES PATIO HOMES 4 (SG) Lot: 92
SG-WET-1A-1	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 1
SG-WET-1A-2	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 2

SG-WET-1A-3	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 3
SG-WET-1A-4	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 4
SG-WET-1A-5	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 5
SG-WET-1A-6	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 6
SG-WET-1A-7	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 7
SG-WET-1A-8	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 8
SG-WET-1A-9	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 9
SG-WET-1A-10	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 10
SG-WET-1A-11	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 11
SG-WET-1A-12	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 12
SG-WET-1A-13	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 13
SG-WET-1A-14	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 14
SG-WET-1A-15	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 15
SG-WET-1B-16	Subdivision: WOODLAND ESTATES TOWNHOMES 1B (SG) Lot: 16
SG-WET-1B-17	Subdivision: WOODLAND ESTATES TOWNHOMES 1B (SG) Lot: 17
SG-WET-1B-18	Subdivision: WOODLAND ESTATES TOWNHOMES 1B (SG) Lot: 18
SG-WET-1B-19	Subdivision: WOODLAND ESTATES TOWNHOMES 1B (SG) Lot: 19
SG-WET-1B-20	Subdivision: WOODLAND ESTATES TOWNHOMES 1B (SG) Lot: 20
SG-WET-1B-21	Subdivision: WOODLAND ESTATES TOWNHOMES 1B (SG) Lot: 21
SG-WET-1B-22	Subdivision: WOODLAND ESTATES TOWNHOMES 1B (SG) Lot: 22
SG-WET-1B-23	Subdivision: WOODLAND ESTATES TOWNHOMES 1B (SG) Lot: 23
SG-WET-1B-24	Subdivision: WOODLAND ESTATES TOWNHOMES 1B (SG) Lot: 24
SG-WET-1B-25	Subdivision: WOODLAND ESTATES TOWNHOMES 1B (SG) Lot: 25
SG-WET-1B-26	Subdivision: WOODLAND ESTATES TOWNHOMES 1B (SG) Lot: 26
SG-WET-1B-27	Subdivision: WOODLAND ESTATES TOWNHOMES 1B (SG) Lot: 27
SG-WET-1B-28	Subdivision: WOODLAND ESTATES TOWNHOMES 1B (SG) Lot: 28
SG-WET-1B-29	Subdivision: WOODLAND ESTATES TOWNHOMES 1B (SG) Lot: 29
SG-WET-1B-30	Subdivision: WOODLAND ESTATES TOWNHOMES 1B (SG) Lot: 30
SG-WET-1B-31	Subdivision: WOODLAND ESTATES TOWNHOMES 1B (SG) Lot: 31
SG-WET-1B-32	Subdivision: WOODLAND ESTATES TOWNHOMES 1B (SG) Lot: 32
SG-WET-1B-33	Subdivision: WOODLAND ESTATES TOWNHOMES 1B (SG) Lot: 33
SG-WET-1B-34	Subdivision: WOODLAND ESTATES TOWNHOMES 1B (SG) Lot: 34
SG-WET-1B-35	Subdivision: WOODLAND ESTATES TOWNHOMES 1B (SG) Lot: 35
SG-WET-1B-36	Subdivision: WOODLAND ESTATES TOWNHOMES 1B (SG) Lot: 36
SG-WET-1B-37	Subdivision: WOODLAND ESTATES TOWNHOMES 1B (SG) Lot: 37
SG-WET-1A-38	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 38
SG-WET-1A-39	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 39
SG-WET-1A-40	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 40
SG-WET-1A-41	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 41
SG-WET-1A-42	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 42
SG-WET-1A-43	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 43
SG-WET-1A-44	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 44
SG-WET-1A-45	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 45
SG-WET-1A-46	Subdivision: WOODLAND ESTATES TOWNHOMES 1A (SG) Lot: 46
SG-WET-2-47	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 47
SG-WET-2-48	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 48
SG-WET-2-49	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 49
SG-WET-2-50	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 50
SG-WET-2-51	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 51
SG-WET-2-52	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 52
SG-WET-2-53	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 53

SG-WET-2-54	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 54
SG-WET-2-55	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 55
SG-WET-2-56	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 56
SG-WET-2-57	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 57
SG-WET-2-58	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 58
SG-WET-2-59	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 59
SG-WET-2-60	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 60
SG-WET-2-61	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 61
SG-WET-2-62	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 62
SG-WET-2-63	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 63
SG-WET-2-64	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 64
SG-WET-2-65	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 65
SG-WET-2-66	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 66
SG-WET-2-67	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 67
SG-WET-2-68	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 68
SG-WET-2-69	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 69
SG-WET-2-70	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 70
SG-WET-2-71	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 71
SG-WET-2-72	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 72
SG-WET-2-73	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 73
SG-WET-2-74	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 74
SG-WET-2-75	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 75
SG-WET-2-76	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 76
SG-WET-2-77	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 77
SG-WET-2-78	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 78
SG-WET-2-79	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 79
SG-WET-2-80	Subdivision: WOODLAND ESTATES TOWNHOMES 2 (SG) Lot: 80
SG-WET-3-81	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 81
SG-WET-3-82	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 82
SG-WET-3-83	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 83
SG-WET-3-84	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 84
SG-WET-3-85	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 85
SG-WET-3-86	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 86
SG-WET-3-87	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 87
SG-WET-3-88	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 88
SG-WET-3-89	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 89
SG-WET-3-90	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 90
SG-WET-3-91	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 91
SG-WET-3-92	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 92
SG-WET-3-93	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 93
SG-WET-3-94	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 94
SG-WET-3-95	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 95
SG-WET-3-96	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 96
SG-WET-3-97	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 97
SG-WET-3-98	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 98
SG-WET-3-99	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 99
SG-WET-3-100	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 100
SG-WET-3-101	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 101
SG-WET-3-102	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 102
SG-WET-3-103	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 103
SG-WET-3-104	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 104

SG-WET-3-105	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 105
SG-WET-3-106	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 106
SG-WET-3-107	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 107
SG-WET-3-108	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 108
SG-WET-3-109	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 109
SG-WET-3-110	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 110
SG-WET-3-111	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 111
SG-WET-3-112	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 112
SG-WET-3-113	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 113
SG-WET-3-114	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 114
SG-WET-3-115	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 115
SG-WET-3-116	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 116
SG-WET-3-117	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 117
SG-WET-3-118	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 118
SG-WET-3-119	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 119
SG-WET-3-120	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 120
SG-WET-3-121	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 121
SG-WET-3-122	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 122
SG-WET-3-123	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 123
SG-WET-3-124	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 124
SG-WET-3-125	Subdivision: WOODLAND ESTATES TOWNHOMES 3 (SG) Lot: 125
SG-WET-4-126	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 126
SG-WET-4-127	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 127
SG-WET-4-128	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 128
SG-WET-4-129	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 129
SG-WET-4-130	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 130
SG-WET-4-131	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 131
SG-WET-4-132	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 132
SG-WET-4-133	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 133
SG-WET-4-134	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 134
SG-WET-4-135	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 135
SG-WET-4-136	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 136
SG-WET-4-137	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 137
SG-WET-4-138	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 138
SG-WET-4-139	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 139
SG-WET-4-140	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 140
SG-WET-4-141	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 141
SG-WET-4-142	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 142
SG-WET-4-143	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 143
SG-WET-4-144	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 144
SG-WET-4-145	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 145
SG-WET-4-146	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 146
SG-WET-4-147	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 147
SG-WET-4-148	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 148
SG-WET-4-149	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 149
SG-WET-4-150	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 150
SG-WET-4-151	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 151
SG-WET-4-152	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 152
SG-WET-4-153	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 153

SG-WET-4-154	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 154
SG-WET-4-155	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 155
SG-WET-4-156	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 156
SG-WET-4-157	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 157
SG-WET-4-158	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 158
SG-WET-4-159	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 159
SG-WET-4-160	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 160
SG-WET-4-161	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 161
SG-WET-4-162	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 162
SG-WET-4-163	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 163
SG-WET-4-164	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 164
SG-WET-4-165	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 165
SG-WET-4-166	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 166
SG-WET-4-167	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 167
SG-WET-4-168	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 168
SG-WET-4-169	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 169
SG-WET-4-170	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 170
SG-WET-4-171	Subdivision: WOODLAND ESTATES TOWNHOMES 4 (SG) Lot: 171

Including the area more particularly described as follows:

Woodland Estates Patio Homes – Phase 1

Beginning at a point on the east line of Woodland Estates Townhomes Phase 1, said point being North 00°50'38" East 1,560.18 feet along the section line and East 1,318.57 feet from the West Quarter Corner of Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence North 00°41'17" East 372.33 feet along said easterly line of Woodland Estates Townhomes Phase 1 to the southerly line of The Fields at Mall Drive – Phase 1;
thence South 88°37'39" East 557.44 feet;
thence South 01°24'46" West 104.52 feet;
thence South 32°52'33" West 41.51 feet;
thence South 31°07'28" West 45.00 feet;
thence South 29°31'51" West 120.89 feet;
thence South 01°22'22" West 54.75 feet;
thence North 88°56'53" West 250.17 feet;
thence South 00°41'17" West 23.20 feet;
thence North 89°18'43" West 45.00 feet;
thence Northwest 23.56 feet along an arc of a 15.00 foot radius curve to the left (center bears North 89°18'43" West, long chord bears North 44°18'43" West 21.21 feet with a central angle of 90°00'00");
thence North 89°18'12" West 87.03 feet;
thence Southwest 31.42 feet along an arc of a 20.00 foot radius curve to the left (center bears South 00°41'47" West, long chord bears South 45°41'32" West 28.29 feet with a central angle of 90°00'30");
thence North 89°18'43" West 35.00 feet to the Point of Beginning.

Containing 177,922 square feet or 4.08 acres.

Woodland Estates Patio Homes – Phase 2

Beginning at a point on the east line of Woodland Estates Townhomes Phase 1, said point being the southwest corner of Woodland Estates Patio Homes Phase 1, said point also being North 00°50'38" East 1,560.18 feet along the section line and East 1,318.57 feet from the West Quarter Corner of Section 34, Township 42 South,

Range 15 West, Salt Lake Base & Meridian, and running;

thence easterly the following (7) courses along the southerly line of said Woodland Patio Homes Phase 1;
thence South 89°18'43" East 35.00 feet;
thence Northeast 31.42 feet along an arc of a 20.00 foot radius curve to the right (center bears South 89°18'43" East, long chord bears North 45°41'32" East 28.29 feet with a central angle of 90°00'30");
thence South 89°18'12" East 87.03 feet;
thence Southeast 23.56 feet along an arc of a 15.00 foot radius curve to the right (center bears South 00°41'17" West, long chord bears South 44°18'43" East 21.21 feet with a central angle of 90°00'00");
thence South 89°18'43" East 45.00 feet;
thence North 00°41'17" East 23.20 feet;
thence South 88°56'53" East 440.06 feet;
thence South 01°03'07" West 75.67 feet;
thence South 88°58'01" East 26.17 feet;
thence South 01°03'07" West 194.84 feet;
thence North 88°56'35" West 666.55 feet easterly line of Woodland Estates Townhomes Phase 1;
thence North 00°41'17" East 240.98 feet to along said easterly line of Woodland Estates Townhomes Phase 1 the Point of Beginning.

Containing 175,241 square feet or 4.02 acres.

Woodland Estates Patio Homes – Phase 3

Beginning at a point on the easterly line of Woodlands Estates Patio Homes Phase 2, said point being North 00°50'38" East 1,476.72 feet along the section line and East 1,986.45 from the West Quarter Corner of Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence northerly the following (4) courses along the easterly line of said Woodlands Patio Homes Phase 2;
thence North 01°03'06" East 25.00 feet;
thence North 88°58'01" West 26.17 feet;
thence North 01°03'07" East 75.67 feet;
thence North 88°56'53" West 189.90 feet to the southeast corner of Woodlands Estates Patio Homes Phase 1;
thence northerly the following (6) courses along the easterly line of said Woodlands Patio Homes Phase 1;
thence North 01°22'22" East 54.75 feet;
thence North 29°31'51" East 120.89 feet;
thence North 31°07'28" East 45.00 feet;
thence North 32°52'33" East 41.51 feet;
thence North 01°24'46" East 104.52 feet to the southerly line of The Fields at Mall Drive Phase 1;
thence easterly the following (3) courses along said southerly line of The Fields at Mall Drive Phase 1;
thence South 88°37'49" East 44.37 feet;
thence South 38°39'21" East 126.18 feet;
thence South 88°37'39" East 639.94 feet to the center section line;
thence South 00°31'50" West 411.06 feet along said center section line;
thence North 89°28'10" West 57.26 feet;
thence Northwest 31.17 feet along an arc of a 20.00 foot radius curve to the left (center bears North 89°39'44" West, long chord bears North 44°18'53" West 28.11 feet with a central angle of 89°18'17");
thence North 88°58'01" West 98.42 feet;
thence Southwest 23.75 feet along an arc of a 15.00 foot radius curve to the left (center bears South 01°01'59" West, long chord bears South 45°40'34" West 21.34 feet with a central angle of 90°42'49");
thence North 79°03'52" West 45.78 feet;
thence Northwest 23.38 feet along an arc of a 15.00 foot radius curve to the left (center bears North 89°40'51" West, long chord bears North 44°19'26" West 21.08 feet with a central angle of 89°17'11");
thence North 00°09'23" West 45.01 feet;

thence North 88°58'01" West 403.91 feet to the Point of Beginning.

Containing 290,673 square feet or 6.67 acres.

Woodland Estates Patio Homes – Phase 4

Beginning at a point on the easterly line of Woodlands Estates Patio Homes Phase 2, said point being the southwest corner of Woodlands Estates Patio Homes Phase 3, said point also being North 00°50'38" East 1,476.72 feet along the section line and East 1,986.45 from the West Quarter Corner of Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence easterly the following (8) courses along the southerly line of said Woodlands Patio Homes Phase 3;
thence South 88°58'01" East 403.91 feet;
thence South 00°09'23" East 45.01 feet;
thence Southeast 23.38 feet along an arc of a 15.00 feet radius curve to the right (center bears South 01°01'59" West, long chord bears South 44°19'26" East 21.08 feet with a central angle of 89°17'11");
thence South 79°03'52" East 45.78 feet;
thence Northeast 23.76 feet along an arc of a 15.00 feet radius curve to the right (center bears South 89°40'51" East, long chord bears North 45°41'29" East 21.35 feet with a central angle of 90°44'40");
thence South 88°58'01" East 98.41 feet;
thence Southeast 31.17 feet along an arc of a 20.00 feet radius curve to the right (center bears South 01°01'59" West, long chord bears South 44°18'53" East 28.11 feet with a central angle of 89°18'17");
thence South 89°28'10" East 57.26 feet to the center section line;
thence South 00°31'50" West 90.16 feet along said center section line to the northeast corner of Entry No. 20140021196;
thence westerly the following (2) courses along said Entry No. 20140021196;
thence North 88°56'08" West 56.96 feet;
thence South 00°20'16" West 8.21 feet;
thence North 88°56'35" West 599.61 feet to the southeast corner of said Phase 2;
thence North 01°03'07" East 169.84 feet along the easterly line of said Phase 2 to the Point of Beginning.

Containing 96,140 square feet or 2.21 acres.

Woodland Estates Townhomes – Phase 1A

Beginning at a point being North 00°50'38" East 1,562.61 feet along the section line and East 901.82 from the West Quarter Corner of Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence North 00°00'03" West 178.23 feet;
thence South 89°18'43" East 122.48 feet;
thence South 00°41'17" West 2.54 feet;
thence South 89°18'43" East 77.12 feet;
thence North 00°41'17" East 100.08 feet;
thence South 89°18'43" East 76.63 feet;
thence North 00°41'16" East 53.52 feet;
thence North 89°18'43" West 24.50 feet;
thence North 00°41'17" East 74.10 feet;
thence South 89°18'43" East 132.13 feet to the westerly line of The Fields at Mall Drive - Phase 1;
thence South 00°41'23" West 28.05 feet along said westerly line to the southwest corner of said The Fields at Mall Drive - Phase 1;
thence South 88°37'39" East 35.00 feet along the southerly line of said The Fields at Mall Drive - Phase 1;
thence South 00°41'17" West 621.67 feet to the southerly line of Sectional Lot 1, Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian;

thence North 88°56'53" West 193.63 feet along said southerly line;
thence North 247.34 feet;
thence North 11°39'51" West 29.78 feet;
thence West 216.15 feet along an arc of a 1,499.10 foot radius curve to the right (center bears North 11°39'51" West, long chord bears South 82°28'00" West 215.97 feet with a central angle of 08°15'41") to the Point of Beginning.

Containing 159,850 square feet or 3.67 acres.

Woodland Estates Townhomes – Phase 1B

Beginning at a point being North 00°50'38" East 1,966.39 feet along the section line and East 868.81 from the West Quarter Corner of Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence South 89°18'43" East 281.49 feet to the northwest corner of Woodland Estates Phase 1A Subdivision;
thence southerly and westerly the following (8) courses of said Woodland Estates Phase 1A Subdivision;
thence South 00°41'17" West 74.10 feet;
thence South 89°18'43" East 24.50 feet;
thence South 00°41'16" West 53.52 feet;
thence North 89°18'43" West 76.63 feet;
thence South 00°41'17" West 100.08 feet;
thence North 89°18'43" West 77.12 feet;
thence North 00°41'17" East 2.54 feet;
thence North 89°18'43" West 122.48 feet;
thence North 00°00'03" West 1.74 feet;
thence North 25°15'00" West 127.47 feet;
thence North 00°25'54" West 19.15 feet;
thence South 89°18'54" East 26.39 feet;
thence North 00°41'06" East 89.64 feet to the Point of Beginning.

Containing 60,039 square feet or 1.38 acres.

Woodland Estates Townhomes – Phase 2

Beginning at a point being North 00°50'38" East 1,601.05 feet along the section line and East 524.41 feet from the West Quarter Corner of Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence South 89°18'43" East 117.33 feet;
thence East 52.94 feet along an arc of a 775.00 foot radius curve to the right (center bears South 00°41'17" West, long chord bears South 87°21'18" East 52.93 feet with a central angle of 03°54'50");
thence East 206.83 feet along an arc of a 1,466.60 foot radius curve to the left (center bears North 04°36'07" East, long chord bears South 89°26'17" East 206.66 feet with a central angle of 08°04'49") to the easterly line of Woodland Estates Townhomes Phase 1A;
thence westerly the following (4) courses along the westerly line of said Woodland Estates Townhomes Phase 1A;
thence South 00°00'03" East 32.56 feet;
thence East 216.15 feet along an arc of a 1,499.10 feet radius curve to the left (center bears North 03°24'10" West, long chord bears North 82°28'00" East 215.97 feet with a central angle of 08°15'41");
thence South 11°39'51" East 29.78 feet;
thence South 247.34 feet;
thence North 88°56'53" West 602.23 feet;
thence North 01°04'21" East 275.62 feet to the Point of Beginning.

Containing 160,927 square feet or 3.69 acres.

Woodland Estates Townhomes – Phase 3

Beginning at a point being North 00°50'38" East 1,970.68 feet along the section line and East 510.55 feet from the West Quarter Corner of Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence South 89°18'43" East 358.23 feet to the northwest corner of Woodland Estates Phase 1B Subdivision;
thence southerly the following (5) courses along said westerly line of Woodland Estates Phase 1B Subdivision;

thence South 00°41'06" West 89.64 feet;
thence North 89°18'54" West 26.39 feet;
thence South 00°25'54" East 19.15 feet;
thence South 25°15'00" East 127.47 feet;
thence South 00°00'03" East 147.41 feet to and along the westerly line of Woodland Estates Phase 1A Subdivision to the northerly line of Woodland Estates Phase 2 Subdivision;
thence westerly the following (3) courses the northerly line of said Woodland Estates Phase 2 Subdivision;
thence West 206.83 feet along an arc of a 1,466.60 foot radius curve to the right (center bears North 03°28'42" West, long chord bears North 89°26'17" West 206.66 feet with a central angle of 08°04'49");
thence West 52.94 feet along an arc of a 775.00 foot radius curve to the left (center bears South 04°36'07" West, long chord bears North 87°21'18" West 52.93 feet with a central angle of 03°54'50");
thence North 89°18'43" West 59.76 feet;
thence North 00°41'17" East 93.35 feet;
thence North 89°18'43" West 92.02 feet;
thence North 01°14'19" East 199.47 feet;
thence South 89°19'01" East 19.63 feet;
thence North 00°43'30" East 76.65 feet to the Point of Beginning.

Containing 134,940 square feet or 3.10 acres.

Woodland Estates Townhomes – Phase 4

Beginning at a point being North 00°50'38" East 1,975.00 feet along the section line and East 150.94 feet from the West Quarter Corner of Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence South 89°18'43" East 359.57 feet to the Northwest Corner of Woodland Estates Phase 3 Subdivision;
thence southerly the following (5) courses along the westerly line of said Woodland Estates Phase 3 Subdivision;

thence South 00°43'30" West 76.66 feet;
thence North 89°19'01" West 19.63 feet;
thence South 01°14'19" West 199.47 feet;
thence South 89°18'43" East 92.02 feet;
thence South 00°41'17" West 93.35 feet to the northerly line of Woodland Townhomes Phase 2 Subdivision;
thence North 89°18'43" West 57.57 feet along the northerly line of said Woodland Estates Phase 2 Subdivision;
thence North 01°04'21" East 4.15 feet;
thence North 88°55'39" West 341.02 feet;
thence North 11°20'11" West 190.41 feet;
thence North 03°21'11" East 176.98 feet to the Point of Beginning.

Containing 131,862 square feet or 3.03 acres.

EXHIBIT B
BYLAWS OF THE MASTER ASSOCIATION

AMENDED AND RESTATED BYLAWS
OF
WOODLAND ESTATES MASTER ASSOCIATION, INC.
(a Utah Non-Profit Corporation)

Prepared by:

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**AMENDED AND RESTATED BYLAWS
OF
WOODLAND ESTATES MASTER ASSOCIATION, INC.**

1. **PURPOSE OF AMENDED AND RESTATED BYLAWS.** These Amended and Restated Bylaws (“Bylaws”) hereby amend, replace, restate and supersede the Bylaws of Woodland Estates Master Association, Inc., recorded with the Washington County Recorder’s Office on April 14, 2020 as Entry No. 20200018187 and any amendments thereto (“Original Bylaws”) and are made and executed pursuant to the Section 11 of the Original Bylaws.

2. **NAME.** Woodland Estates Master Association, Inc. is a Utah non-profit corporation, whose Articles of Incorporation were filed with the Utah Division of Corporations and Commercial Code on April 26, 2019.

3. **APPLICATION.** The provisions of these Bylaws are applicable to Members of the Master Association who own Lots or Units within Woodland Estates, a mixed-density master planned development located in St. George, Utah and described more fully in the Master Declaration.

4. **DEFINITIONS.** Unless the context clearly indicates otherwise, certain terms as used in these Bylaws shall have the meanings set forth in this Section.

4.1. *Association or Master Association* means and refers to Woodland Estates Master Association, Inc., a Utah non-profit corporation, its successors and assigns. The Master Association is the surviving entity of a merger and consolidation by and between the Master Association, the Woodland Estates Patio Homeowners Association, Inc., a Utah non-profit corporation, and the Woodland Estates Townhome Owners Association, Inc., a Utah non-profit corporation.

4.2. *Board or Board of Directors or Directors*, means and refers to the governing body of the Association. The terms Board, Board of Directors or Directors shall also mean the “Board of Trustees” or “Trustees” as may be used throughout these Bylaws or the Declaration.

4.3. *Bylaws* means these Amended and Restated Bylaws and any amendments to these Bylaws.

4.4. *Common Area* means land within the Master Development (a) designated in a Plat as “common area” or “limited common area,” (b) Master Association Property, and (c) any other land identified or designated as Common Area in the Declaration.

4.5. *Common Elements* means the Common Area and Master Association Property.

4.6. *Community Guidelines* means and refer to the rules and regulations authorized to be promulgated to Owners from time to time by the Master Association pursuant the Master Declaration.

4.7. *Declarant* means and refers to Woodland Estates Washington Fields, LLC, a Utah limited liability company, and its successors and assigns.

4.8. *Declarant Control Period* means the period of time during which Declarant has any Class B Membership in accordance with the provisions of Section 5.7.

4.9. *Declaration or Master Declaration* means and refers to the Declaration of Consolidation and First Amended & Restated Master Declaration of Covenants, Conditions Restrictions and Reservation of Easements

and Supplemental Declaration for Woodland Estates, a planned mixed density residential development, applicable to the Master Development.

4.10. *Master Association Property* shall have the meaning set forth in Subsection 1.43 of the Declaration.

4.11. *Master Development* means the residential development of Woodland Estates, a planned mixed density residential development located in St. George, Utah as described more fully in *Exhibit "A"* of the Declaration.

4.12. *Member* means and refers to every person or entity who, by virtue of being an Owner, holds a Membership and the Declarant.

4.13. *Owner* means and refers to the person, persons or entity owning record title to any Lot or Unit within the Master Development. The Declarant shall be deemed to be the Owner of all mapped but unsold Lots and/or Units which are part of the Master Development. An Owner shall not include a person who holds an interest in a Lot or Unit merely as security for the performance of an obligation.

4.14. *Officer* or *Officers* means either the President, Vice President, Secretary, Treasurer (or a combination thereof) of the Association and such other officers, including one or more Vice Presidents, as the Board of Directors may from time to time deem advisable.

4.15. *President* means the officer of the Master Association described in Section 8.5.

4.16. *Secretary* means the officer of the Master Association described in Section 8.5.

4.17. *Treasurer* means the officer of the Master Association described in Section 8.5.

4.18. The definitions in Section 1 of the Master Declaration not set forth in this Section above are incorporated and made a part hereof.

5. **MEMBERSHIP.** Every Owner of a Lot or Unit within the Master Development is a member of the Master Association. The term "Owner" includes contract purchasers but does not include persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings. Membership is appurtenant to and may not be separated from ownership of any Lot or Unit. Each Owner is obligated to comply with the Master Declaration, the Articles, these Bylaws, the Community Guidelines and the Architectural Guidelines adopted by the Board. Membership in the Master Association shall not be transferred, pledged or alienated in any way, except upon sale of the Lot or Unit to which it is appurtenant. Any attempt to make a prohibited transfer is void. Membership in the Master Association automatically transfers upon transfer of title by the record Owner to another person or entity. In the event the Owner of the Lot or Unit should fail or refuse to transfer the Membership registered in the Owner's name to the purchaser of the Owner's Unit, then the Master Association shall have the right to record the transfer upon its books, and thereafter the former Membership outstanding in the name of the seller shall be void.

6. MEETINGS OF MEMBERS AND VOTING

6.1. **ANNUAL MEETINGS.** The first annual meeting of the Members shall be held on the date set by the Board within six (6) months following the close of escrow on the sale of the first Lot or Unit within the Master Development to an Owner. Thereafter, the annual meetings of the Owners shall be held in the same month as the first annual meeting, unless changed by the Board, for the purposes of electing directors and transacting such other business as may properly come before the meeting.

6.2. **SPECIAL MEETINGS.** Special meetings of the Owners may be called at any time by the Board

of Directors or by the President, and shall be called by the President or the Secretary at the written request of Owners who are entitled to vote one-fourth (1/4) of all of the votes of the Master Association.

6.3. PLACE OF MEETINGS. All meetings of the Owners shall be held at the Master Development or at such other location at or near the Master Development as is practicable and convenient to the Members.

6.4. NOTICE OF MEETINGS. Except as otherwise provided by law, written notice of each meeting of the Owners, whether annual or special, will state the time, date, and place where the meeting will be held. The notice shall be served upon each Owner who is entitled to vote at such meeting via: i) first class mail addressed to the Owner at the Owner's residence or usual place of business, or ii) electronic mail transmission to the email address on file with the Secretary (to be kept updated by each Owner), not less than ten (10) nor more than thirty (30) days before the meeting. Each notice shall state the purpose or purposes for which the meeting is called. Notice of any meeting need not be given to any person who becomes an Owner after the mailing or service of the Notice or to any Owner who submits a signed waiver of a notice either before or after such meeting. Notice of any adjourned meeting of the Owners need not be given unless otherwise required by law.

6.5. QUORUM. Except as hereafter provided, and as otherwise provided in the Articles or the Master Declaration or by law, at all meetings of the Owners, the presence at the commencement of each meeting in person or by proxy of Owners holding forty percent (40%) of the total number of votes that are entitled to vote, shall be necessary and sufficient to constitute a quorum for the transaction of any business. The departure of any Owner after the commencement of a meeting shall have no effect on the existence of a quorum, after a quorum has been established at such meeting. Despite the absence of a quorum at any annual or special meeting of the Owners, the Owners, by a majority of the votes cast by the Owners entitled to vote thereat may adjourn the meeting. At any such adjourned meeting at which a quorum of Owners holding thirty-three percent (33%) of the total number of votes that are entitled to vote is present, any business may be transacted at the meeting as originally called as if a quorum had been present.

6.6. ORDER OF BUSINESS. The order of business and all other matters of procedure at every meeting of Owners shall be determined by the presiding officer.

6.7. VOTING RIGHTS. The Master Association has two classes of voting membership:

6.7.1. Class A Membership. "Class A Members" are all Members with the exception of the Declarant. Class A Members are entitled to one vote for each Lot or Unit within the Master Development owned by the Owner.

6.7.2. Class B Membership. The sole "Class B Member" is the Declarant. The Class B Member is entitled to ten (10) votes for each Lot or Unit owned by Declarant, including Lots and Units planned, but not developed in the Annexable Territory.

6.7.3. Termination of Class B Membership. Class B Membership will cease and be converted to Class A membership upon the earlier of: a) the date that Declarant owns no Lots, Units or any other portion of the Master Development, or b) the surrender of Class B status by the express written action of Declarant.

6.8. VOTING.

6.8.1. Quorum Present. If a quorum is present, the affirmative vote of the majority of the Owners represented at the meeting shall be the act of all the Owners, unless the act of a greater number is expressly required by law, by the Declaration, or by the Articles or elsewhere in these Bylaws. Upon direction of the presiding officer, the vote upon any business at a meeting shall be by ballot, but otherwise any such vote need not be by ballot.

6.8.2. At each meeting of the Owners, each Owner as appears on the records of the Master Association shall be entitled to the number of votes permitted for that Owner's Lots and/or Units. When more than one (1) person holds an interest in any Lot or Unit, all persons shall be Members. The vote for such Lot or Unit shall be exercised as they among themselves determine, as provided in the Master Declaration.

6.8.3. Proxy Vote. Each Owner entitled to vote may do so by proxy provided that the instrument authorizing such proxy shall have been executed in writing by the Owner or by the Owner's attorney in fact thereunto duly authorized in writing. Every proxy shall be revocable and shall automatically cease upon conveyance of a Lot or Unit by the Owner. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution. Such proxy shall be displayed to the Secretary at the meeting and shall be filed with the minutes of the meeting.

6.8.4. Action by Written Ballot. Action may be taken by written ballot in lieu of any annual, regular, or special meeting if the ballot is delivered by or at the direction of the Secretary to each Owner entitled to vote on the matter, which ballot shall (i) set forth in detail the proposed action; (ii) provide an opportunity to vote for or against the proposed action; (iii) state the date when such ballot must be returned in order to be counted, which date shall not be less than thirty (30) days after delivery of the ballot; (iv) state by what means it shall be returned and where; and (v) shall be accompanied by any written information, which has been approved by a majority of the Directors, sufficient to permit each Owner casting the ballot to reach an informed decision on the matter. Each ballot shall contain a means of identification for each Owner entitled to vote, which shall either identify such Owner by Lot, Unit or by name. The number of votes cast by written ballot pursuant to this section shall constitute a quorum for action on the matter, unless a certain percentage or number of votes is required for action on the matter pursuant to the Master Declaration or by law. Notwithstanding the foregoing, Directors may not be elected without an annual, regular, or special meeting unless by unanimous written consent.

6.8.5. Suspension of Voting Privileges. The rights of Membership are subject to the payment of Common Assessments, Capital Improvement Assessments, Compliance Assessments, Reconstruction Assessments and Special Assessments levied by the Association.

7. BOARD OF DIRECTORS.

7.1. NUMBER, ELECTION, AND TERM OF OFFICE. The affairs of the Master Association shall be managed by a Board of three (3) Directors, unless otherwise determined by a vote of at least two-thirds of the total outstanding votes of the Association. During the Declarant Control Period, Declarant shall have the right to appoint and remove all of the Directors of the Board and may, at any time, with or without cause, remove or replace any Director of the Board. Except during this Declarant Control Period, the members of the Board of Directors shall be elected annually at a meeting of the Owners by majority vote of the Owners, who are entitled to vote and who cast their vote either in person or by proxy. Each Director shall hold office for a term of two (2) years. An odd number of Directors (at least 1 less than the entire 3 person Board, or at least 2 less than an entire 5 person board) shall be elected in odd-numbered years and an even number of Directors shall be elected in even numbered years. In the initial appointment or election of Directors, the method of appointment or election shall provide that the term of an odd number of Directors (at least two less than the entire Board) shall expire in the next odd numbered year, and the term of an even number of Directors shall expire in the next even numbered year. Except during the Declarant Control Period, all Directors shall be Members and/or Owners within the Master Association and not a convicted felon.

7.2. DUTIES AND POWERS. The Board shall be responsible for the control and management of the affairs, properties, and interest of the Master Association and the exercise of all powers of the Master Association as provided in the Articles, the Declaration, and these Bylaws.

7.3. ANNUAL AND REGULAR MEETINGS OF THE BOARD. An annual meeting of the Board of Directors shall be held, immediately following the annual meeting of the Owners, at the place of the annual meeting of the Owners. The Directors from time to time may provide by resolution for holding of regular meetings of the Board, and may fix the time and place thereof. Notice of any regular meeting of the Board need not be given, and if given, need not specify the purpose of the meeting. If the Board changes the time or place of any regular meeting, notice of such action shall be given to each Director who was not present at the meeting at which such change was made.

7.4. SPECIAL MEETINGS OF THE BOARD. Special meetings of the Board of Directors shall be held whenever called by the President or by one of its Directors, at such time and place as may be specified in the respective notices or waivers of notice thereof. Except as otherwise required by law, notice of special meetings shall be transmitted to each Director via: i) first class mail addressed to the Director at the Director's residence or usual place of business, or ii) electronic mail transmission to the email address on file with the Secretary (to be kept updated by each Director) at least five (5) days before the date on which the meeting is to be held. Notice of any special meeting shall not be required to be given to any Director who shall attend such meeting without protesting prior thereto or at its commencement, the lack of notice to the Director or who submits a signed waiver of notice, whether before or after the meeting. Notice of any adjourned meetings shall not be required to be given.

7.5. CHAIRMAN. At all meetings of the Board of Directors the President, if present, shall preside. If the President shall be absent, then a chairman chosen by the Directors shall preside.

7.6. QUORUM AND ADJOURNMENTS. At all meetings of the Board, the presence of a majority of the entire Board shall be necessary to constitute a quorum for the transaction of business, except as otherwise provided by law, in the Articles, the Declaration, or these Bylaws. A majority of the Directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice until a quorum shall be present.

7.7. MANNER OF ACTING. At all meetings of the Board, each Director present shall have one (1) vote. Except as otherwise provided by the Declaration, the Articles, or these Bylaws, the action of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board. Unless otherwise required, any action required or permitted to be taken at any meeting of the Board, or any committee thereof, may be taken without a meeting if a written consent thereto is signed by all the Members of the Board. Such written consent shall be filed with the minutes of the proceedings of the Board or committee. Unless otherwise required by the Declaration, the Articles, or these Bylaws, members of the Board or any committee may participate in a meeting or meetings of a conference telephone network or similar communication method. As soon as practical thereafter, all Members participating in the telephone conference shall sign minutes thereof, which may be signed in counterparts.

7.8. VACANCIES. Except during the Declarant Control Period, any vacancy in the Board occurring by reason of any increase in the number of Directors, or by reason of the death, resignation, disqualification, removal, or inability to act, shall be filled for the unexpired portion of the term by a majority vote of the remaining Directors, at any regular meeting or special meeting of the Board of Directors called for that purpose.

7.9. RESIGNATION. Any Director may resign at any time by giving written notice to the Board or its Secretary. Unless otherwise specified, written notice of resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective.

7.10. REMOVAL. During the Declarant Control Period, Declarant shall have the right to remove all of the Directors of the Board and may, at any time, with or without cause, remove or replace any Director of the Board. Any Director, except Directors appointed by the Declarant, may be removed with or without cause at any time by an affirmative vote of a majority of the Owners and may be removed for cause by action of the Board.

7.11. SALARY. No salary shall be paid to the Directors for their services, but by resolution of the Board, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receive any compensation therefor.

7.12. CONTRACTS. No contract or other transaction between the Master Association and any other corporation or business entity shall be impaired, affected, or invalidated, nor shall any Director be liable in any way by reason of the fact that any one or more of the Directors of the Master Association is or are interested in, or is a Director or officer, or are Directors or officers of such other corporation, provided that such facts are disclosed or made known to the Board prior to their authorizing such transaction. Any Director, personally and individually, may be a party to or may be interested in any contract or transaction with the Master Association, and no Director shall be liable in any way by reason of such interest, provided that the fact of such interest be disclosed or made known to the Board prior to their authorization of such contract or transaction, and provided that the Board shall authorize, approve, or ratify such contract or transaction by the vote (not counting the vote of any such Director) of a majority of a quorum, notwithstanding the presence of any such Director at the meeting at which such action is taken. Such Director or Directors may be counted in determining the presence of a quorum at such meeting. This Section shall not be construed to impair or invalidate or in any way affect any contract or other transaction which would otherwise be valid under the law (common, statutory, or otherwise) applicable thereto.

7.13. COMMITTEES.

7.13.1. Architectural Control Committee. The Board shall appoint the members of the Architectural Review Committee ("ARC"), pursuant to the Declaration. The ARC shall have the powers and duties set forth in the Declaration. In the event an ARC is not appointed, the Board shall act as the ARC, for all intents and purposes.

7.13.2. Other Committees. The Board, by resolution adopted by a majority of its Members, may from time to time designate from among its Membership an executive committee and such other committees and alternate Members thereof as they may deem desirable, with such powers and authority (to the extent permitted by law) as may be provided in such resolution. Each such committee shall serve at the pleasure of the Board.

8. POWERS AND DUTIES OF THE BOARD OF DIRECTORS AND MANAGER.

8.1. POWERS. Except as otherwise provided for in the Declaration, Articles, and these Bylaws, the Board shall be responsible for the control and management of the affairs, properties and interests of the Master Association and the exercise of all powers of the Master Association as provided in the Articles, these Bylaws, the Declaration and Utah law. In exercising said powers and responsibilities, the Board may hire and/or use a manager and/or management company. The manager and/or management company shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, Articles, and Bylaws and as provided by law. The Board and/or the manager and/or management company may do or cause to be done all acts and things that are not by the Declaration, Articles, Bylaws or Utah law directed to be done and exercised exclusively by the membership generally, including but not limited to:

8.2. Preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the common expenses and assessments;

8.3. Levying and collecting such assessments from Owners;

8.4. Providing for the operation, care, upkeep, and maintenance of the Common Areas;

8.5. Designating, hiring, and dismissing the personnel necessary to carry out rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance or their duties.

8.6. Depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve fund may be deposited in the Board's best business judgment, in depositories other than banks;

8.7. Making and amending use restrictions and rules in accordance with the Declaration and Utah law;

8.8. Opening of bank accounts on behalf of the Association and designating the signatories required;

8.9. Making or contracting for the making or repairs, additions, and improvements to or alterations of the Common Areas in accordance with the Declaration and these Bylaws;

8.10. Enforcing, by legal means, the provisions of the Declaration, Articles, and Bylaws and bringing any proceedings which may be instituted on behalf of or against the Members/Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule with the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;

8.11. Obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

8.12. Paying all taxes and/or assessments which are or could become a lien on the Common Area or a portion thereof;

8.13. Paying the cost of all services rendered to the Association or its members and not chargeable directly to specific Members/Owners;

8.14. Keeping books with detailed accounts of the receipts and expenditures of the Association;

8.15. Making available to any prospective purchaser of a Lot, any Member/Owners, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Declaration, Articles, and Bylaws, and all other books, records and financial statements of the Association as required by law;

8.16. Permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the properties;

8.17. Indemnifying a Director, officer or committee member, or former Directors, officer or committee member of the Association to the extent such indemnity is permitted or required by Utah law, the Articles or the Declaration; and

8.18. Assisting in the resolution of disputes between Owners/Members and others without litigation, as set forth in the Declaration.

9. OFFICERS.

9.1. NUMBER, QUALIFICATIONS, ELECTION, AND TERM OF OFFICE. The Officers of the Association shall consist of a President, Secretary, Treasurer, or a President and Secretary-Treasurer, and such other officers, including one or more Vice Presidents, as the Board may from time to time deem advisable. All

Officers shall be member of the Board. All other officers of the Association need not be members of the Board. Any two or more offices may be held by the same person. The Officers of the Association shall be elected by the Board of Directors at the regular annual meeting of the Board following the annual meeting of Members. Each Officer shall hold office until the annual meeting of the Board next succeeding the election, and until the successor shall have been elected and qualified or until death, resignation, or removal of that Officer.

9.2. RESIGNATION. Any Officer may resign at any time by giving written notice of such resignation to the Board, or to the President or the Secretary of the Master Association. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or by such officer, and the acceptance of such resignation shall not be necessary to make it effective.

9.3. REMOVAL. Any Officer may at any time be removed, either with or without cause, and a successor elected by a majority vote of the Board.

9.4. VACANCIES. A vacancy in any office by reason of death, resignation, inability to act, disqualification, or any other cause, may at any time be filled for the unexpired portion of the term by a majority vote of the Board.

9.5. DUTIES OF OFFICERS. Officers of the Master Association shall, unless otherwise provided by the Board, each have such powers and duties as generally pertain to their respective offices as well as such powers and duties as may be set forth in these Bylaws, or may from time to time be specifically conferred or imposed by the Board of Directors.

9.5.1. President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds and other written instruments.

9.5.2. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Master Association together with their addresses, and shall perform such other duties as required by the Board.

9.5.3. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Master Association and disburse such funds as directed by resolution of the Board; sign all checks and promissory notes of the Master Association; maintain a roster of Assessments and payments; keep proper books of account; issue certificates of payment of Assessments; notify the Directors of Owners who are delinquent in paying Assessments and prepare an annual budget and statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of the budget and statement to the Owners at said meeting.

9.6. SURETIES AND BONDS. In case the Board shall so require, any Officer, Director, employee, or agent of the Master Association shall execute to the Master Association a bond in such sum and with such surety or sureties as the Board may direct, conditioned upon the faithful performance of the duties to the Master Association, including responsibility for negligence for the accounting for all property, funds, or securities of the Master Association which may come into their hands.

10. FINANCIAL MATTERS.

10.1. DEPOSITORIES. The Board may select such depositories as it considers proper for the funds of the Master Association. All checks and drafts against such deposited funds shall be signed and countersigned by persons specified by the Board or in these Bylaws.

10.2. CONTRACTS; MANAGEMENT CONTRACT. The Board may authorize any Officer or Officers, agent or agents, in addition to those specified in these Bylaws, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or

confined to specific instances. Unless so authorized by the Board, no Officer, agent or employee shall have any power or authority to bind the Master Association by any contract or engagement or to pledge its credit or render it liable for any purpose or for any amount.

10.3. FISCAL YEAR. The fiscal year of the Master Association shall be the calendar year and may be changed by the Board from time to time subject to applicable law.

10.4. BOOKS AND RECORDS. The books, records and papers of the Master Association shall at all times, during reasonable business hours, be subject to inspection by any Owner. The Articles and the Bylaws of the Master Association shall be available for inspection by any Owner at the principal office of the Association, where copies may be purchased at reasonable cost.

11. INDEMNITY. Each Director and Officer of the Master Association now or hereafter serving as such shall be indemnified by the Master Association against any and all claims and liabilities to which he has or shall become subject while or after serving by reason of serving as Director or Officer, or by reason of any action alleged to have been taken, omitted, or neglected by him as such Director or Officer; and the Master Association shall reimburse each such person for all legal expenses reasonably incurred by him in connection with any such claim or liability; provided, however, that no such person shall be indemnified against, or be reimbursed for any expense incurred in connection with, any claim or liability arising out of his own willful misconduct or gross negligence. The right of indemnification hereinabove provided for shall not be exclusive of any rights to which any Director or Officer of the Master Association may otherwise be entitled by law.

12. AMENDMENTS TO BYLAWS.

12.1. BY DECLARANT. During the Declarant Control Period, these Bylaws may be altered, amended, repealed, restated or added to at the sole discretion of Declarant.

12.2. BY OWNERS. Following the date in which Declarant no longer holds Class B Membership, these Bylaws may be altered, amended, repealed, restated or added to by the affirmative vote of a majority of the total eligible votes at any annual or special meeting of Owners, provided that the notice or waiver of notice of such meeting shall have summarized or set forth in full therein the proposed alteration, amendment, restatement, revisions or changes to the Bylaws.

12.3. BY DIRECTORS. The Board shall also have the power to make, adopt, alter, amend, restate and repeal from time to time the Bylaws, except the Board shall not change: a) the quorum required for meetings of the Owners or of the Board, b) any Bylaw with respect to the removal of Directors, or c) the filling of vacancies in the Board resulting from removal by Owners. If any Bylaw changing, regulating, or repealing an impending election of the Directors is adopted by the Board, then the concise statement of the changes shall be set forth in the notice of the next meeting of the Owners for the election of the Directors. The Owners at any regular or special meeting may alter, amend, or repeal Bylaws made by the Board pursuant to this Section.

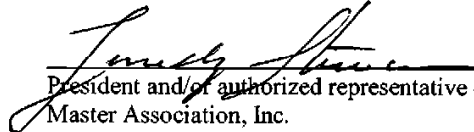
12.4. CONFLICTS. In case of any conflict between the Declaration, the Articles or these Bylaws, the Declaration shall be of primary authority, the Articles secondary and the Bylaws subject thereto.

CERTIFICATION OF PRESIDENT

I, the undersigned, do hereby certify that:

1. I am the duly elected President and/or authorized representative of The Woodland Estates Master Association, Inc., a Utah non-profit corporation ("Association"); and
2. The foregoing Bylaws constitute the Bylaws of the Association as duly adopted by a vote of the Members/Owners of the Association (greater than sixty seven percent (67%).

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of Sept, 2023.



President and/or authorized representative of Woodland F
Master Association, Inc.