

SILVERLAKE COMMUNITY AMENDED AND RESTATED DECLARATION

(Including Bylaws)

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## SILVERLAKE COMMUNITY DECLARATION

(Including Bylaws)

**THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (hereinafter "Amended Declaration") is made and executed this \_\_\_ day of March, 2013, by Silver Lake Land, L.L.C., a Utah limited liability company successor in interest to the previous declarant, with its principal place of business located in Eagle Mountain, State of Utah (hereinafter referred to as "**Declarant**").

**RECITALS**

A. This Amended Declaration replaces and supersedes in its entirety any of the previously recorded declarations; covenants, conditions & restrictions; and bylaws including but not limited to: DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS (SILVERLAKE SUBDIVISION, PLAT ONE-B) recorded as Entry No. 005306:2005 originally recorded on January 18, 2005; DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS (SILVERLAKE SUBDIVISION, PLAT ONE-C) recorded as Entry No. 035640:2005 originally recorded on April 5, 2005; DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS (SILVERLAKE SUBDIVISION, PLAT TWO-A) recorded as Entry No. 058199:2005 originally recorded on May 31, 2005; DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS (SILVER LAKE SUBDIVISION, PLAT TWO-B) recorded as Entry No. 035637:2005 originally recorded on April 5, 2005; DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS (SILVERLAKE SUBDIVISION, PLAT 6) recorded as Entry No. 49067:2007 originally recorded on April 4, 2007; DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS (SILVERLAKE SUBDIVISION, PLAT 7) recorded as Entry No. 108733:2007 originally recorded on July 27, 2007; SILVERLAKE COMMUNITY DECLARATION recorded as Entry No. 92569:2008 originally recorded on August 20, 2008; and DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded as Entry No. 96451:2008 originally recorded on August 29, 2008.

All previously adopted amendments have been incorporated herein, to the extent that they have not been abrogated by replacement or supersession. Specifically, but not limited to, the following are incorporated and in full force and effect: NOTICE OF HOMEOWNERS ASSOCIATION AND TRANSFER FEE SILVERLAKE MASTER HOME OWNERS ASSOCIATION recorded as Entry No. 39654:2009 originally recorded on April 14, 2009; AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded as Entry No. 69950:2010 originally recorded on August 19, 2010; AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded as Entry No. 34927:2009 originally recorded on April 2, 2009; AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITONS AND RESTRICTIONS recorded as Entry No. 100470:2009 originally recorded on September 17, 2009; AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded as Entry No. 69952:2010 originally recorded on August 19, 2010.

It is the intent and purpose of this Amended Declaration to (a) clarify heretofore ambiguous provisions contained in previous declarations; (b) to better define the obligations and expectations of Owners and the Association; (c) to clarify assessment obligations for all members of the [Master Association] and those who also belong to a [Sub-Association], as these terms are used herein; and to simplify the overall structure of the Association.

B. Declarant desires to create certain covenants, conditions, restrictions, and easements in the SilverLake Community in an effort to preserve the community's unique natural beauty, featuring distinctive terrain.

C. These covenants, conditions, restrictions, easements and limitations shall run with the real property described in Exhibit "A" and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

D. It is intended and required that the Association shall be an incorporated homeowners association pursuant to Utah's Revised Nonprofit Corporations Act.

E. Notice of the Amended Declaration was given thirty (30) days prior to a meeting which was held to vote on the Amended Declaration.

F. The Amended Declaration was approved by the Declarant and over 66% of Lot Owners. It was not opposed by 75% of the Lot Owners within thirty (30) days of the meeting.

NOW, THEREFORE, for the benefit of the Project and the Owners thereof, the Declarant hereby executes this Amended Declaration, for an on behalf of all the Owners.

## ARTICLE I. DEFINITIONS

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

### **Section 1.01 Additional Property**

Additional Property means any property that may be annexed into the Project as provided in Article II below. Additional Property is described in **Exhibit "B"**.

### **Section 1.02 Articles of Incorporation or Articles**

Articles of Incorporation or Articles shall mean and refer to the Articles of Incorporation for SilverLake Master Home Owners Association, Inc., on file with the Utah State Department of Commerce, as amended.

### **Section 1.03 Assessment**

Assessment means any charge imposed or levied by the Association on or against an Owner or Lot pursuant to the terms of this Declaration, the Bylaws or applicable law.

### **Section 1.04 Association**

Association means and refers to SilverLake Master Home Owners Association, Inc. It is intended that the Association will be incorporated under the laws of the state of Utah. Said Association shall administer the affairs of all Lots, within the Property.

**Section 1.05 Association Maintenance Area**

Association Maintenance Area shall mean and refer to any area maintained by the Association in accordance with the Project Documents, by agreement with the Eagle Mountain City, or by other agreement.

**Section 1.06 Board of Trustees**

Board of Trustees shall mean and refer to the Board of Trustees of SilverLake Master Homeowners Association, Inc., as it exists at any given time.

**Section 1.07 Bylaws**

Bylaws mean the Bylaws of the Association and recorded simultaneously with this Declaration, as they may be amended from time to time.

**Section 1.08 Common Areas**

Common Areas means shall mean the entrance monument and fountain and any other property (including improvements thereon) shown on a subdivision plat as Common Area, which property shall be owned by the Association for the common use and benefit of the Members, and all other property owned by the Association for the common use and benefit of the Members.

(a) The Common Areas shall be conveyed to the Association by Declarant. If no separate deed is recorded, this Declaration shall act as the conveying deed.

**Section 1.09 Common Expenses**

Common Expenses shall mean and refer to all sums which are expended on behalf of all Owners and all sums which are required by the Board to perform or exercise its functions, duties, or rights under the this Declaration, the management agreement for operation of the Project, and such Rules and Regulations as the Board may from time to time make and adopt.

**Section 1.10 Common Profits**

Common Profits shall mean and refer to the balance of income, rents, profits and revenues from the Common Areas remaining after deduction of the Common Expenses.

**Section 1.11 Declarant**

Declarant shall mean and refer to Silver Lake Land, L.L.C., a Utah limited liability company, and/or any successors to said corporation which, either by the operation of law, or through a voluntary conveyance, transfer, or assignment, comes to stand in the same relation to the Project (or a portion thereof) as did its predecessor. Declarant shall not mean members of the public, investors, or builders purchasing Lots to construct homes or own them for private use or investment.

**Section 1.12 Improvements**

Improvements means every structure or improvement of any kind, including by not limited to landscaping required under the Project Documents and any Living Unit, deck, porch, awning, fence, garage, carport, driveway, storage shelter or other product of construction efforts on or in respect to the Property (but does not include any exterior antenna or satellite dish, authorized in accordance with the Declaration).

**Section 1.13 Living Unit or Unit**

Living Unit or Unit means a residential unit that is designated and intended for use and occupancy as a residence by a single family.

**Section 1.14 Lot**

Lot means a subdivided parcel, lot or plot of ground (exclusive of the Common Area) as designated on the Plat.

Lot shall also include mechanical equipment, ducts, pipes, or appurtenances located outside the Lots boundaries but designated and designed to serve only the Lot, such as air conditioning compressors and other air conditioning apparatus, fixtures and the like, shall be considered part of the Lot. All pipes, wired, conduits, or other public utility lines or installations serving only the Lot shall be considered part of the Lot.

**Section 1.15 Member**

Member shall mean an Owner

**Section 1.16 Mortgage**

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

**Section 1.17 Mortgagee**

Mortgagee shall mean a holder, insurer or guarantor of a first mortgage on a Unit or the beneficiary, insurer or guarantor of a first deed of trust on a Lot.

**Section 1.18 Owner**

Owner means the person or persons owning any Lot (including the holder of a vendee's interest under a land sale contract, unless otherwise stated in the contract), but does not include a tenant or holder of a leasehold interest or person holding only a security interest in a Lot (including the holder of a vendor's interest under a land sale contract, unless otherwise stated in the contract).

**Section 1.19 Plat, Map or Maps**

Plat, Map or Maps shall mean and refer to the Maps on file with the Utah County Recorder for the Project.

**Section 1.20 Project or Property**

Project or Property means all of the land described in attached **Exhibit A**.

**Section 1.21 Project Documents**



Project Documents shall mean and refer to the Declaration of Covenants, Conditions and Restrictions; Bylaws; Articles of Incorporation; the Plat; Design Guidelines; Rules and Regulations; and individual subdivision declarations.

***Section 1.22 Resident***

Resident shall mean and refer to any person living or staying at the Project. This includes but is not limited to all lessees, tenants, and the family members of Owners, tenants or lessees.

**ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION**

***Section 2.01 Property Subject***

The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in Utah County, Utah, and is described on **Exhibit "A"** attached hereto, all of which real property is referred to herein as the "Property".

All of the Property shall be owned, conveyed hypothecated, encumbered, used, occupied and improved subject to this Declaration. The easements, covenants, conditions, restrictions and charges, described in this Declaration shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of the Association, and each Owner thereof.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to improve the Common Areas with such facilities, including, but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservation, the above-described tract or any improvements thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire seven (7) years after the date on which the last subdivision declaration for the Additional Land is filed for record in the office of the county Recorder of Utah County, Utah.

***Section 2.02 Additions of Property***

(a) Annexation of Additional Property. The Declarant, its successors and assigns, shall have the unilateral right for seven (7) years from the date of the recording of this Declaration, or any amendment or supplement hereto, without the necessity for consent from the members of the Association, to bring additional property within the scheme of this Declaration as provided in the Article.

(b) Method of Annexation. All or any portion of the Additional Property may be annexed to the Community by the recording of a supplemental Declaration and Plat Map for each phase in the Recorder's Office of Utah County, Utah. The supplemental declaration shall extend the scheme of the Declaration to the Additional Property. The described property shall thereupon

become part of the Property. Upon the recording of a supplemental declaration and plat for a subsequent phase, Owners of Additional Property shall be subject to the same obligations and entitled to the same privileges as apply to the Owners of the Property.

### ARTICLE III. PROPERTY RIGHTS IN LOTS

#### **Section 3.01 Use and Occupancy**

Except as otherwise expressly provided in this Declaration or the Bylaws, the Owner of a Lot shall be entitled to the exclusive use and benefit of such Lot and Living Unit. Each Lot shall be bound by, and the Owner shall comply with the Project Documents for the mutual benefit of the Owners.

#### **Section 3.02 Easements Reserved**

In addition to the easements shown on the Plat or provided for under this Declaration, the Bylaws or law, the following easements are hereby reserved for the benefit of the Owners and the Association:

##### **(a) Right of Entry.**

The Association and any person authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of performing maintenance and determining whether or not the Lot is in compliance with this Declaration and Bylaws. Requests for entry shall be made in advance and at a time convenient to the Owner, except in the case of an emergency, when such right shall be immediate. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot. The right of entry granted by the subsection applies only to Lots upon which the Association has maintenance responsibilities as provided for in the Project Documents.

##### **(b) Utility Easements**

The Association or any public utility provider shall have an easement over all Lots for the installation, maintenance and development of utilities and drainage facilities. The easement are of each Lot and all Improvements therein shall be maintained continuously by the Owner of the Lot of the Association in accordance with the terms of the Project Documents, except for those improvements for which a public authority or utility provider is responsible.

#### **Section 3.03 Easements Shown on the Plat**

Lots shall be subject to the easements shown on the Plat.

### ARTICLE IV. ASSOCIATION

#### **Section 4.01 Organization**

(a) The Association has been organized as a nonprofit corporation under the nonprofit corporation laws of the State of Utah (Utah Code Annotated Title 16-6a).

(b) The Articles of Incorporation of the Association provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall

automatically be succeeded by an unincorporated association of the same name. All of the property, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall be thereupon automatically vest in the successor unincorporated association. Such vesting shall thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws (as the same may be amended from time to time) as if they had been drafted to constitute the governing documents of the unincorporated association.

(c) The affairs of the Association shall be governed by a Board of Trustees as provided in the Bylaws.

***Section 4.02 Membership***

Each owner during the entire period of Owner's ownership of one or more Lots within the Project shall be a member of the Association. The membership shall commence, exist and continue by virtue of the ownership, shall expire automatically upon termination of ownership and need not be confirmed or evidenced by any certificate or acceptance of membership.

***Section 4.03 Voting Rights***

Voting rights within the Association shall be allocated as follows:

(a) **Class A.** Class A Members shall be all Owners other than the Declarant until the Class B membership ceases. Class A Members shall be entitled to one vote for each Unit in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Unit.

(b) **Class B.** The Class B Member shall be the Declarant. The Class B Member shall be entitled to four (4) votes for each Unit in which it holds the interest required for Membership in the Association. The Class B Membership shall automatically cease and be converted to a Class A membership on the first to occur of the following events:

(i) Upon the sale of the last Lot of the Additional Property.

(c) **Method of Voting.** The method of voting shall be as provided in the Bylaws.

***Section 4.04 Powers, Duties and Obligations***

The Association shall have such powers and duties as may be granted to it or imposed by the Project Documents and any applicable statute, as such statute may be amended to expand the scope of association powers.

***Section 4.05 Adoption of Bylaws***

The Association has adopted Bylaws which are being recorded simultaneously with this Declaration.

**ARTICLE V. COMPLIANCE AND ENFORCEMENT**

**Section 5.01 Compliance**

Each Owner or Resident of a Living Unit shall comply with the provisions of this Declaration, the Bylaws, Design Guidelines and the Rules and Regulations adopted pursuant thereto and any applicable statute. Failure to comply therewith shall be grounds for an action or suit maintainable by the Association or an aggrieved Owner.

**Section 5.02 Action By Owners**

Subject to any limitation imposed under the Project Documents or Utah law, an aggrieved Owner may bring an action against such other Owner or the Association to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

**Section 5.03 Injunctive Relief**

Nothing in this Section shall prevent an Owner, the Association, or other interested party from resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

**Section 5.04 Hearing**

The Board shall, by resolution, promulgate procedures for hearings. When a hearing is requested or required, the hearing shall be conducted in accordance with the Board's resolution on hearings.

**Section 5.05 Rules and Regulations**

The Board of Trustees may, by way of adopting Rules and Regulations, regulate activities within the Project and prohibit or limit the use of the Common Areas as may be reasonably necessary, within the Board of Trustees' discretion, for protecting the interests of all Owners or protecting the Lots or the Common Areas. No Owner or invitee of an Owner shall violate the Rules and Regulations as adopted from time to time by the Board of Trustees.

**Section 5.06 Reserved****Section 5.07 Reserved****Section 5.08 Reserved****Section 5.09 Reserved****Section 5.10 Reserved****Section 5.11 Reserved****Section 5.12 Reserved****Section 5.13 Reserved****Section 5.14 Reserved****Section 5.15 Reserved****Section 5.16 Reserved****Section 5.17 Enforcement**

Violation of any provisions of the Project Documents, or of any decision of the Association made pursuant to such documents, shall give the Board of Trustees acting on behalf of the Association, the right, in addition to any other rights set forth in the Project Documents, or under law, to do, any or all of the following after giving notice and an opportunity to be heard:

- (a) To enter the Lot as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the Board of Trustees shall not thereby be deemed guilty of any manner of trespass, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished. Costs and attorney's fees incurred in association with any enforcement shall be an Individual Assessment;
- (b) To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding. Costs and attorney's fees incurred in association with any enforcement shall be an Individual Assessment;
- (c) To levy reasonable fines pursuant to a schedule of fines adopted by resolution of the Board of Trustees. Costs and attorney's fees incurred in association with any enforcement shall be an Individual Assessment;
- (d) To terminate the right to receive utility services paid for out of assessments, if any, or, except for the right to an assigned parking space, to terminate the right of access to and use of recreational and service facilities of the Association, until the correction of the violation has occurred; or
- (e) The right of the Association to suspend the voting rights and the rights to use of the Common Area after notice and a hearing until the violation is cured; or
- (f) Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration, the Bylaws and any rules, or regulations adopted pursuant thereto. Costs and attorney's fees incurred in association with any enforcement shall be an Individual Assessment.

## **ARTICLE VI. ARCHITECTURAL CONTROL**

### ***Section 6.01 Design Review Committee***

- (a) The Board of Trustees shall serve as the Design Review Committee ("DRC"); however, the Board of Trustees may delegate the responsibilities of the DRC.
- (b) No Improvement shall be commenced, erected, placed or altered on any Lot until an application and construction plans and specifications, showing the nature, shapes, heights, materials, colors and proposed location of Improvements or changes have been submitted to and approved in writing by the DRC as provided in this article. It is the intent and purpose of this Declaration to assure quality of workmanship and materials, to assure harmony of exterior design with the existing improvements and landscaping and as to location with respect to topography and finished grade elevation.
- (c) The initial Design Review Committee shall be comprised of the Declarant or any person or entities appointed by the Declarant as it determines. After the Turnover Meeting described in this Declaration, or at an earlier date if Declarant so elects, the Board of Trustees shall function as the DRC and their terms as an DRC member shall be for as long as their Board of Trustee

term. However, the Board of Trustees may elect to delegate the DRC functions to a separate committee. In such an event, the committee shall consist of no fewer than three (3) members and no more than five (5) members. The terms of office for each member of the DRC, appointed by the Board, shall be for one (1) year unless lengthened or shortened by the Board of Trustees at the time of appointment. The Board may appoint any or all of its members for the DRC and there shall be no requirement for non-Board members to serve on the DRC.

**Section 6.02 Design Guidelines**

(a) The procedure and specific requirements for review and approval of an application shall be set forth in design guidelines and standards (“Design Guidelines”) adopted from time to time by resolution of the Board of Trustees at its sole discretion, a copy of which may be made available to Owners online or in hard copy when requested. The Design Guidelines shall not be recorded. Any Design Guidelines previously recorded are not necessarily accurate, since they may have been amended or superseded by subsequent decision of the Board of Trustees.

(b) The Design Guidelines shall interpret and implement the provisions of this Declaration and the Bylaws for architectural review and guidelines for architectural design of Living Units and other Improvements, including, but not limited to, decks, porches, awnings, carports, garages, and storage structures, color schemes, exterior finishes and materials and similar features which may be used on the Property and landscaping; however, Design Guidelines may not be in derogation of the minimum standards established by this Declaration and the Bylaws.

**Section 6.03 Action by Committee**

A majority of the members of the DRC shall have the power to act on behalf of the DRC, without the necessity of a meeting and without the necessity of consulting the remaining member or members of the DRC. All decisions rendered by the DRC must be by written instrument (which shall include emails and other electronic forms of documents) setting forth the action taken by the members consenting thereto.

**Section 6.04 Duties**

The DRC shall consider and act upon the proposals or plans submitted pursuant to this article.

**Section 6.05 DRC Decisions**

The DRC shall render its approval or denial decision with respect to the proposal within thirty (30) business days after it has received all material required by it with respect to the application. All decisions shall be in writing. If the DRC fails to render its decision of approval or denial in writing within such thirty (30) business days of receiving all material required by it with respect to the proposal, the application shall be deemed denied.

**Section 6.06 DRC Discretion**

The DRC may, at its sole discretion, withhold approval of any proposal if the DRC finds the proposal would be inappropriate for the particular Lot or incompatible with the Architectural Standards and Guidelines. Considerations such as sitting, shape, size, color, design, height, solar access or other effects on the enjoyment of other Lots or Common Are, and any other factors which the DRC reasonable believe to be relevant, may be taken into consideration by the DRC in determining whether or not to approve any proposal.

**Section 6.07 Waiver, Precedent, Estoppel**

Approval or disapproval by the DRC of any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent, waiver or estoppel impairing its right to withhold approval or grant approval as to any similar matter thereafter proposed or submitted to it.

**Section 6.08 Appeal**

Any Owner adversely impacted by action of the DRC may appeal such action to the Board of Trustees. If, however, the DRC's duties are being carried out by the Board of Trustees, then no such right to appeal shall exist.

All appeals and hearings shall be conducted in accordance with procedures set forth by the Board by resolution.

**Section 6.09 Effective Period of Consent**

The DRC's approval of any proposal shall automatically be revoked within three (3) months after issuance unless construction or other work relating to the proposal has been commenced or the Owner has applied for and received an extension of time from the DRC.

**Section 6.10 Determination and Notice of Noncompliance**

(a) **Inspection.** The DRC may inspect from time to time, all work performed and determine whether it is in substantial compliance with the approval granted.

(b) **Notice of Noncompliance.** If the DRC finds that the work was not performed in substantial conformation with the approval granted, or if the DRC finds that the approval required was not obtained, the DRC shall notify the Owner in writing of the noncompliance. The notice of noncompliance shall specify the particulars of noncompliance and shall require the owner to remedy the noncompliance by a specific date.

**Section 6.11 Noncompliance**

Any Owner who receives a notice of noncompliance may appeal the notice in accordance with the appeals procedure set forth by the Board.

***Section 6.12 Liability***

Neither the Board of Trustees, DRC nor any member thereof shall be liable to any Owner, occupant, builder or other person for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the DRC or a member thereof, provided only that the member has in accordance with the actual knowledge possessed by him or her, acted in good faith. The DRC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Owner.

***Section 6.13 Estoppel Certificate***

(a) Within fifteen (15) business days after written request is delivered to the DRC by an Owner, and upon payment to the DRC of a reasonable fee fixed by the DRC to cover costs, the DRC shall provide such Owner with a certificate executed by the chairman, or other authorized member of the DRC certifying with respect to any Lot owned by the Owner, that as of the date thereof either:

(i) All improvements made or done upon or within such Lot by the Owner that are subject to the requirements of this article comply with the Declaration and the Bylaws; or

(ii) Such improvements do not comply, in which event; the certificate shall also identify the non-complying improvements and set forth with particularity the nature of such noncompliance.

(b) The Owner, Owner's heirs, devisees, successors and assigns shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between and among Declarant, the DRC, the Association and all Owners and such persons deriving any interest through any of them.

***Section 6.14 Fees***

Except for the Declarant, there shall be an application fee in an amount to be determined by the DRC for any new construction upon a Lot. There shall also be an application fee to be determined by the DRC for all other Improvements other than the construction of new Living Unit. In addition to any fees set forth herein, the DRC may charge a reasonable application fee and charge applicants additional costs incurred or expected to be incurred by the DRC to retain architects, attorneys, engineers, landscape architects and other consultants to advise the DRC concerning any aspect of the application or compliance with any appropriate architectural criteria or standards. Such fee schedule shall be adopted by the Board resolution and shall be collectible as assessments pursuant to this Declaration and the Bylaws.



## ARTICLE VII. DECLARANT RIGHTS

### ***Section 7.01 Administrative Control of Association***

Declarant shall assume full administrative control of the Association through an appointed interim Board of Trustees, which shall serve until the Turnover Meeting.

The Turnover Meeting shall be held at the Declarant's option and sole Discretion but shall not be held later than three (3) years from the date ninety –five percent (95%) of the total number of Lots to be developed upon the Property are occupied.

Declarant may elect to relinquish control of the Association at any earlier time by written notice to Owners and the Turnover Meeting shall be held within ninety (90) days of such notice.

### ***Section 7.02 Other Rights***

In addition to any other rights under the Project Documents, as long as Declarant owns at least one (1) Lot within the Property Declarant;

- (a) "For Sale Signs". May maintain a reasonable number of "For Sale" signs, the size of which may be determined by Declarant, at reasonable locations on the Property, including without limitation, the Common Property;
- (b) Approval of Amendments. Shall have the right to approve all amendments to the Project Documents proposed by the members;
- (c) Assessment Obligation. Declarant shall have no obligation to pay assessments. .
- (d) Declarant's Right to Amend Unilaterally Prior to Turnover. Notwithstanding any other provision in this Declaration, prior to the Turnover Meeting described in Section 7.01, Declarant may unilaterally amend this Declaration for any purpose that it believes is in the best interest of Project.

### ***Section 7.03 Easements Reserved to Declarant***

- (a) The reservation to Declarant, its successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as "Drainage and Utility Easement," "Sewer Easement," "Drainage and Sewage Easement," and "Open Space," or otherwise designated as an easement area over any road or Common Area on the Property, and over those strips of land running along the front, rear, side and other Lot lines of each Lot shown on the Plat.
- (b) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Property and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located, together with the right and

(c) Easement granting the privilege of entering upon the Common Areas for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to affect such purposes.

(d) The reservation to Declarant and its successors and assigns, of a non-exclusive easement and right-of-way in, through, over and across the Common Area for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the project and the provision of utility services, and related services and facilities.

(e) The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Community in, over, through, upon and across any and all of the roads, streets, avenues, alleys, and open space and in, over, through, upon and across each and every Lot in any easement area set forth in this Declaration or as show on the Plat.

(f) The Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as "open space" and storm water management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Community except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Design Review Committee.

(g) Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grad a portion of such Unit adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any Structure built on such Unit, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

(h) Declarant further reserves unto itself, for itself and any Builder and their successors and assigns, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property other than those Lots conveyed to Owners, including any Common Area which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Community.

The Declarant will take reasonable steps, and will ensure that any builder takes reasonable steps, to avoid unduly interfering with the beneficial use of the Lots by Owners.

## ARTICLE VIII. ASSESSMENTS

**Section 8.01 Covenant for Assessment:**

(a) Each Owner, by acceptance of a deed hereafter conveying any such Lot to it for which a certificate of occupancy has been granted, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association the following types of assessments:

- 1.) Annual assessments (the "Annual Assessment") as provided in Section 8.02 below
- 2.) Special assessments ("Special Assessments") as provided in Section 8.05 below;
- 3.) Emergency assessments ("Emergency Assessments") as provided in Section 8.06 below;
- 4.) Individual assessments ("Individual Assessments") as provided in Section 8.07 below;

(b) Assessments shall be established and collected as provided in this article.

(c) No Owner may exempt itself from liability for Assessments by abandonment of any Lot owned by such Owner.

**Section 8.02 Annual Budget and Assessment:**

(a) Annual Budget. The Board shall prepare, or cause the preparation of, an annual budget for the Association, which shall provide, without limitation, for the maintenance of Association Maintenance Areas and for the administration, management and operation of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect.

(b) Determination of Annual Assessment:

1.) The Board of the Association shall fix the amount of the annual assessment ("Annual Assessment") against each Lot for each assessment period at least thirty (30) days in advance of the beginning of the period. Written notice of the Annual Assessments shall be sent to all members of the Association at least thirty (30) days in advance of the beginning any assessment period.

2.) The omission by the Board, before the expiration of any assessment period, to fix the amount of the Annual Assessment for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this article or a release of any member from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent assessment period. In the event of such omission, the Annual Assessment fixed for the preceding period shall continue until a new assessment is fixed.

**Section 8.03 Apportionment of Assessments**

Assessments shall be apportioned as follows:

- (a) Annual, Special and Emergency Assessments. All Lots shall pay their pro rata share of the Annual Assessment, Special Assessments and Emergency Assessments commencing upon the date the Lots are made subject to a subdivision declaration. The pro rata share shall be based upon the total amount of each such assessment divided by the total number of Lots.
- (b) Individual Assessments. Individual Assessments shall be apportioned exclusively against the Lots benefited or to which the expenses are attributable as provided in Section 6.7.
- (c) Payment of Assessments. Upon resolution of the Board, installments of Annual Assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis. Any member may prepay on or more installments of any Assessment levied by the Association, without premium or penalty.

**Section 8.04 Personal Obligation and Costs of Collection:**

- (a) Assessments imposed under this Declaration, together with interest at a rate to be established by resolution of the Board, not to exceed the maximum permitted by law, shall also be the personal obligation of the Owner holding title to any Lot at the time when the assessment became due.
- (b) The personal obligation for any delinquent Assessment, together with interest, costs and attorneys' fees shall not pass to the Owner's successor or successors in title unless expressly assumed by such successor or successors or if title is acquired by quit-claim deed.

**Section 8.05 Special Assessments**

In addition to the Annual Assessments authorized in this Article, the Association may levy in any assessment year, a special assessment ("Special Assessment") up to an amount equal to one hundred percent (100%) of the annual budget, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the exterior of the living units or Common Areas without consent of the Owners; any special assessment exceeding one hundred percent (100%) of the annual budget shall first be approved by a majority of the votes of Members of the Association, in accordance with the Bylaw procedures for Member approval.

**Section 8.06 Emergency Assessment:**

- (a) If the Annual Assessments levied at any time are, or will become, inadequate to meet all expenses incurred under this Declaration for any reason, including nonpayment of an Owner's Assessments on a current basis, the Board shall, as soon as practicable, determine the approximate amount of the inadequacy and adopt a resolution which establishes a supplemental budget and levies the additional assessment ("Emergency Assessment"). The resolution shall specify the reason for the Emergency Assessment.

(b) Any Emergency Assessment, in the aggregate, in any fiscal year exceeding fifty percent (50%) of the budgeted expenses of the Association for the fiscal year may be levied only if approved by a majority of the Owners in accordance with Bylaw procedures for member approval.

(c) Emergency Assessments shall be apportioned as provided in Section 6.3 above.

**Section 8.07 Individual Assessments:**

(a) Any expenses benefiting or attributable to fewer than all of the Lots may be assessed exclusively against the Lots affected or benefited (“Individual Assessment”). Individual Assessments shall include, but are not limited to:

1.) Assessments levied against any Lot to reimburse the Association for costs incurred in bringing the Lot or its Owner into compliance with the provisions of this Declaration or Rules and Regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation of this Declaration, the Bylaws or any Rules and Regulations of the Association.

2.) Any reasonable services provided to an unimproved or vacant Lot by the Association due to an Owner’s failure to maintain the same in order to protect the health, safety and welfare of adjoining Lot owners and Association in general.

**Section 8.08 Nonpayment of Assessments**

Any assessment or portion thereof not paid within thirty (30) days after the due date (which shall be established by resolution of the Board):

(a) Shall be delinquent and shall bear interest from the date of delinquency at the rate, established by resolution of the Board, not to exceed the maximum rate permitted by law; and/or

(b) Shall be subject to a late charge in an amount to be determined by the Board by resolution; and

(c) If paid by installments, the Board may accelerate (including interest as provided for above) the remaining balance for the fiscal year and declare the remaining payments for the fiscal year due and payable.

**Section 8.09 Lien for Assessments**

All Assessments imposed shall be a charge and continuing lien upon each of the Lots against which the assessment is made in accordance with the terms and provisions of this Article and shall be construed as a real covenant running with the land.

**Section 8.10 Subordination of Lien to Mortgages:**

(a) The lien of the Assessments provided for in this Article shall be subordinate to the lien of any first mortgagees or deeds of trust now or hereafter placed upon the Lot subject to assessment, except as provided in subsection (b) of this Section.

(b) The sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any Assessments thereafter becoming due, or from the lien of any future assessment.

**Section 8.11 Enforcement of Lien**

The Association may establish and enforce the lien for any Assessment, including Annual, Special, Individual or otherwise, pursuant to the provisions of this Declaration. The lien is imposed upon the Lot against which the Assessment is made. The lien may be established and enforced for damages, interest, costs of collection, late charges permitted by law, and attorneys' fees provided for in this Declaration or by law or awarded by a court for breach of any provisions of the Project Documents. The lien may be foreclosed in the same manner as either deeds of trust, mortgages, or in any other manner permitted by Utah law. The collection remedies state herein are cumulative and the use of one does not preclude the use of other remedies.

**Section 8.12 Suspension of Voting Rights**

The Board shall have the right to suspend any Owner's right to vote during any period of time that the Owner carries a past due assessment balance.

**ARTICLE IX. INSURANCE**

**Section 9.01 Types of Insurance Maintained by the Association**

Commencing not later than the date a Lot is conveyed to a Person other than Declarant, the Association shall have the authority to and shall obtain and maintain, to the extent reasonably available, the insurance specified below:

(a) The Board of Trustees may adopt General Insurance Rules, Policies and Procedures intended as a guide for Owners and residents in order to maintain the insurability of the project, keep the insurance premium reasonable, and enforce the maintenance responsibilities of the individual owners. The Association shall obtain the following insurance coverages ("The Association Master Policy");

(i) D&O. Directors and officers in not less than \$1,000,000; and

(ii) Fidelity Bond. Fidelity bond, in an amount not less than the reserves and operating capital of the association.

**Section 9.02 Insurance Company.**

The Association shall use a responsible insurance company or companies duly qualified and licensed in the State of Utah.

**Section 9.03 Minimum Amount of Insurance Coverage.**

The limits of each liability insurance policy purchased for the Association shall be in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate for bodily injury, death, and property damage. This amount may be increased by resolution of the Board of Trustees.

**Section 9.04 Premium as a Common Expense.**

The premium for the Association's insurance; including but not limited to: general liability, property coverage, directors and officers, and fidelity bond coverage is to be a Common Expense.

**Section 9.05 Insurance by Owner.**

Each owner shall obtain and maintain liability and casualty/fire insurance on their lots.

(a) Premium. The insurance premium on the Owner's policy shall be paid by the Owner.

(b) Maintenance of Coverage. The Owner shall obtain and keep it in full force and effect at all times the required insurance coverage provided by companies duly authorized to do business in Utah.

(c) Not a Limitation. The provisions of this subsection shall not be construed to limit the power or authority of the Owner to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder, in such amounts and in such forms as he may deem appropriate.

(d) Default. If an Owner fails to maintain the required insurance or fails to provide a Certificate of Insurance within three (3) days of a request, and fails to remedy a default within ten (10) days of written notice, the Association may but is not obligated to, without further notice, purchase the required insurance and treat the cost as an Individual Assessment.

**Section 9.06 Loss of Rents.**

The Association Master Policy DOES NOT cover loss of rents or rental income.

**Section 9.07 Insurance of Contents and Lost Rents.**

Providing insurance to cover contents and lost rest or rental income is the responsibility of the individual Owner or Resident.

**Section 9.08 Payment of Deductible.**

It is presumed that the claimant is responsible to pay the deductible; provided, however, the deductible on a claim made against the Association Master Policy shall be paid for by the party (i) who would be liable for the loss damage, claim, or repair in the absence of insurance or (ii) from whose Lot the causal event originates. In the event of multiple responsible parties, the loss shall be allocated in relation to the amount each party(s) responsibility bears to the total. If a loss is caused by an act of God or nature or by an element, risk or peril beyond the control of the parties, then the Owner shall be responsible for the deductible. Each Owner is encouraged to purchase insurance to cover the cost of the deductible as stated above. The association deductible will be \$10,000 or less. 60 days written notice will be given to Owners in the even

the board of Trustees elects to increase the deductible in an amount greater than \$10,000. Owners shall be responsible for the Association deductible despite inadequate insurance personally carried.

**Section 9.09 Damages.**

Each Owner is responsible for the maintenance of his Unit and for the repair of any damage he causes to another Lot, Living Unit, or the Common Area and Facilities.

**Section 9.10 Right to Adjust Claims.**

The Association has the right, power and authority to adjust claims.

**Section 9.11 Use of Insurance Proceeds and Repairs.**

Repair of damage shall be completed within a reasonable time and insurance proceeds shall be used to repair the covered damage.

**Section 9.12 Obligation of Lot Owner to Repair and Restore**

(a) in the event of any damage or destruction of the improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a Mortgagee of a Lot, shall be applied first to the repair, restoration or replacement of the damaged or destroyed improvements. Any such repair, restoration or replacement shall be done in accordance with the plans and specifications for such improvements originally approved by the DRC; unless the Owner desires to construct improvements differing from those so approved, in which the Owner shall submit plans and specifications for the improvements to the DRC and obtain its approval prior to commencing the repair, restoration or replacement.

If any Owner of an improved Lot fails to maintain the insurance required by this Article, the Association may, but shall not be obligated to, obtain such insurance and pay any premiums required in connection with obtaining such insurance. Such Owner shall be personally liable to the Association for any costs incurred by the Association in obtaining such insurance, to the same extent as such Owner is liable for assessments levied against its Lot, and, upon the failure of the Owner to pay such costs within ten (10) days after such Owner's receipt of a written demand therefor from the Association, the Association may establish a lien therefor upon the Owner's Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

## ARTICLE X. MAINTENANCE

**Section 10.01 Owners**

(a) Owner's Responsibility. All maintenance of the Lots and Living Units and improvements shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in accordance with the Project Documents of the Association.

(b) Maintenance by Association. The Board of Trustees, after notice and opportunity for hearing, or in the case of an emergency immediately, may assume the maintenance responsibility



over a Lot, if, in the opinion of the Board of Trustees, the Owner is unwilling or unable to adequately provide such maintenance. Should the Board exercise its right under this provision, it shall not be liable for trespass or nuisance and shall have the right to levy an Individual Assessment to recover its maintenance costs.

***Section 10.02 Association***

The Association shall maintain all Association Maintenance Areas.

**ARTICLE XI. ASSOCIATION AND OWNER MAINTENANCE OBLIGATIONS**

- (a) Except as otherwise provided in this Declaration, this Declaration may be amended by approval of Owners holding sixty-seven percent (67%) of the voting rights of the Association.
- (b) Execution and Recordation. An amendment shall not be effective until the amendment is certified by the president or secretary of the Association as being adopted in accordance with this Declaration and is recorded in the Recorder's Office of Utah County, Utah.
- (c) Notwithstanding anything in this Declaration, so long as the Class B membership exists, the written consent of the Declarant is required to amend this Declaration or the Map.

**ARTICLE XII. MISCELLANEOUS PROVISIONS**

***Section 12.01 Invalidity; Number; Captions***

The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

***Section 12.02 Joint Owners***

In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Board of Trustees, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter in accordance with the Bylaws.

***Section 12.03 Lessees and Other Invitees***

Lessees, invitees, contractors, family members and other person entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration, the Bylaws and Rules and Regulations adopted by the Association restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the

Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

**Section 12.04 Nonwaiver**

Failure by the Association or any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

**Section 12.05 Waiver, Precedent and Estoppel**

No restriction, condition, obligation or provision contained in this Declaration or Rules and Regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association or any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association or Owner as to any similar matter.

**Section 12.06 Notice of Sale, Mortgage, Rental, or Lease**

Immediately upon the sale, mortgage, rental, or lease of any Lot, the Owner shall promptly inform the secretary or manager of the name and address of said grantee, vendee, mortgagee, lessee, or tenants.

**IN WITNESS WHEREOF**, the Declarant, has caused this Declaration to be executed by its duly authorized officers on the 20 day of March, 2013

Silver Lake Land, L.L.C.

Grant R. Gifford  
Signature

Grant R. Gifford  
Printed Name

Manager  
Position

STATE OF UTAH    )  
                              :SS  
County of Utah    )

On this 20 day of March, 2013, personally appeared before me who being by me duly sworn, did say that he is the agent of Declarant, authorized to execute this Declaration.

Melynda Airmet  
Notary Public for Utah



**EXHIBIT A**

**LEGAL DESCRIPTION**

LOTS 43 THROUGH 73 SILVER LAKE SUBDIVISION PLAT ONE B  
Parcel Nos: 66:066:0043 and all other parcels located in Silver Lake Subdivision Plat One B.

LOTS 1 THROUGH 42 AND 74 THROUGH 130 SILVER LAKE SUBDIVISION PLAT ONE  
C  
Parcel Nos: 66:077:0001 and all other parcels located in Silver Lake Subdivision Plat One C

LOTS 131 THROUGH 193 AND 202 THROUGH 207 SILVER LAKE SUBDIVISION PLAT  
TWO A  
Parcel Nos: 66:084:0131 and all other parcels located in Silver Lake Subdivision Plat Two A

LOTS 194 THROUGH 201 AND 208 THROUGH 228 SILVER LAKE SUBDIVISION PLAT  
TWO B  
Parcels Nos: 66:076:0194 and all other parcels located in Silver Lake Subdivision Plat Two B

LOTS 247 THROUGH 296, 1012, 1013 SILVER LAKE VILLAGE PLAT THREE  
Parcel Nos: 66:071:0247 and all other parcels located in Silver Lake Village Plat Three

LOTS 229 THROUGH 246, 297 THROUGH 335, 1001, 1002 SILVER LAKE VILLAGE  
PLAT FOUR-B  
Parcel Nos: 66:145:0001 and all other parcels located in Silver Lake Village Plat Four-B

LOTS 601 THROUGH 641, A SILVERLAKE SUBDIVISION PLAT 6  
Parcel Nos: 66:194:0601 and all other parcels located in Silverlake Subdivision Plat 6

LOTS 1 THROUGH 86 SILVERLAKE SUBDIVISION PLAT 7  
Parcel Nos: 66:217:0001 and all other parcels located in Silverlake Subdivision Plat 7

LOTS 1 THROUGH 94 SILVER LAKE VILLAGE PUD  
Parcel Nos: 66:152:0001 and all other parcels located in Silver Lake Village PUD

**EXHIBIT B****ADDITIONAL LAND**

Beginning at a point Which is South  $89^{\circ}10'11''$  East along the Section line 1319.68 feet from the Northwest Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S  $89^{\circ}10'11''$  E a distance of 1319.69 feet thence S  $89^{\circ}50'17''$  E a distance of 2639.41 feet thence S  $0^{\circ}08'39''$  W a distance of 2647.80 feet thence S  $0^{\circ}36'42''$  W a distance of 2659.26 feet thence N.  $89^{\circ}20'31''$  W a distance of 2652.03 feet thence N  $89^{\circ}16'10''$  W a distance of 1324.57 feet thence N  $0^{\circ}33'59''$  E a distance of 2649.23 feet thence N  $0^{\circ}34'12''$  E a distance of 1324.57 feet thence N  $0^{\circ}33'59''$  E a distance of 2649.23 feet thence N  $0^{\circ}34'12''$  E a distance of 2637.17 feet and the POINT OF BEGINNING

The above described parcel contains 482.72 acres (21027086.57 sq. ft.)

## EXHIBIT C

### BYLAWS OF SILVERLAKE MASTER HOME OWNERS ASSOCIATION, INC

#### ARTICLE I. BYLAW APPLICABILITY

***Section 1.01 Property Submission***

The Property is located in Utah County, Utah, has been submitted to the provisions of a Declaration recorded in the Office of the County Recorder of Utah County, Utah, simultaneously herewith, and shall hereafter be referred to as the "Project".

***Section 1.02 Bylaws Applicability***

The Provisions of these Bylaws are applicable to the Project as the same may be expanded as provided in the Declaration and the use, occupancy, sale, lease or other transfer thereof. All Owners of any fee or leasehold interest, all occupants or users of the Project, and the agents and servants of any of them are subject to the provisions of the Project Documents.

***Section 1.03 Personal Application***

All present and future Owners, tenants, future tenants, their guests, licensees, servants, agents, employees and any other person or person who shall be permitted to use the facilities of the Project, shall be subject to the Project Documents. Acquisition, rental or occupancy of any of the Lots in the Project shall constitute an acknowledgment that such Owner, tenant or occupant has accepted and ratified these Bylaws, the provisions of the Project Documents and will comply with them.

***Section 1.04 Office***

The office of the Association and of the Board of Trustees shall be located at the Project or at such other place as may be designated from time to time by the Board of Trustees (hereinafter sometimes called the "Board")

#### ARTICLE II. ASSOCIATION

***Section 2.01 Composition***

All of the Lot Owners acting as a group in accordance with the Utah Revised Nonprofit corporations Act, as amended (the "Act"), and the Project Documents shall constitute the Association. Except as to those matters which the Act specifically requires to be performed by the vote of the Lot Owners, the administration of the Project shall be performed by the Board.

***Section 2.02 Voting***

Each Lot Owner shall have one vote. Since a Lot Owner may be more than one person, if only one of such persons is present at a meeting of the Association that person shall be entitled to cast the vote appertaining to that Lot. But if more than one of such persons is present, the vote appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the

vote appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting.

Since a person need not be a natural person, the word "person" shall be deemed for the purposes of this Section to include, without limitation, any natural person having authority to execute deeds on behalf of any person, excluding natural persons, which are, either alone or in conjunction with another person or persons, a Lot Owner.

Except where a greater number is required by the Act or the Project Documents, a majority of the votes of Lot Owners present in person or represented by proxy in good standing and entitled to vote is required to adopt decisions at any meeting of the Association.

***Section 2.03 Place of Meeting***

Meetings of the Association shall be held at the principal office of the Project or at such other suitable place as may be designated by the Board and stated in the notice of the meeting.

***Section 2.04 Annual Meeting***

Annual meetings for any other purpose than the election of the Board of Trustees may be held at any time on call of the President of the Board, by a majority of the Board or by Lot Owners representing twenty percent (20%) of the Lot Owners. Notice of such meeting shall be given in accordance with the provisions of Section 6.2.

Thereafter, the annual meetings of the Association shall be held in May. The Board in its discretion may designate another date for the annual meeting. At any such annual meetings the Board shall be elected by ballot of the Owners in accordance with the requirements of these Bylaws. The Association may transact such other business as may properly come before them at such meetings.

***Section 2.05 Special Meetings***

It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board or, after all of the Board has been elected by Lot Owners, upon a petition signed and presented to the Secretary by Owners having not less than twenty percent (20%) of the votes of all Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as state in the notice.

***Section 2.06 Notice of Meetings***

It shall be the duty of the Secretary to mail, by United States mail, postage prepaid, a notice of (a) each annual meeting of the Owners, at least twenty (20) days in advance of such meeting and (b) each special meeting of the Owners at least ten (10) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record; at the address of their respective Lots and at such other address as each Owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

**Section 2.07 Voting Requirements**

An Owner shall be deemed to be in “good standing” and “entitled to vote” at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all due installments of assessments made or levied against him and his Lot, together with all interest, costs, attorney’s fees, penalties and other expenses, if any, properly chargeable to him and against his Lot, and shall have no reported or obvious violations of the Project Documents at least three (3) days prior to the date fixed for such annual or special meeting.

**Section 2.08 Proxies**

The votes appertaining to any Lot may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Lot Owner, or, in cases where the Lot Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, but the Lot Owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice as aforesaid. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy, and must be filed with the Secretary not less than three (3) days before the meeting.

**Section 2.09 Absentee Ballots**

- (a) A Member who is incapacitated, or who will be absent, on the date set for balloting may cast an absentee ballot at the place or time of balloting, or by mail, in the manner required by the Election Committee, but in no event shall the vote be cast more fourteen (14) days prior to the voting date.
- (b) Ballot boxes containing absentee votes shall be opened and the ballots tabulated at the same time and place and under the same conditions as the regular ballots.

**Section 2.10 Mail-in Ballots**

- (a) Any action that may be taken by the Unit Owners, except election of Board members, may be taken by written consent in accordance with the procedure established in the Utah Revised Nonprofit Corporation Act Section 16-6a-709, as amended.
- (b) A combination of mail-in ballots and “in person” ballots may be used.

**Section 2.11 Written Consent in Lieu of Vote**

Any section that may be taken by the Owners, except election of Board members, may be taken by written consent in accordance with the procedure established in the Utah Revised Nonprofit Corporation Act Section 16-6a-707, as amended.

**Section 2.12 Quorum**

Except as may otherwise be provided in the Project Documents or by statute, more than thirty percent (30%) of the Owners shall constitute a quorum for the adoption of decisions. If, however, such quorum shall not be present or represented at any meeting; the Owners entitled to

vote thereat, present in person, represented by proxy or absentee ballot, shall have power to adjourn the meeting and reschedule for a time no earlier than 48 hours, and no later than thirty (30) days after the time set for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting. A quorum for the transaction of business at the rescheduled meeting shall be the Owners in person or represented by proxy or absentee ballot.

**Section 2.13 Order of Business**

The order of business at all meetings of the Association shall be as follows: (a) roll call; (b) proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) report of special committees, if any; (f) election of inspectors of election, if applicable; (g) election of Board Members, if applicable; (h) unfinished business; and (i) new business. In its sole discretion, the Board of Trustees may change the order of business.

**Section 2.14 Title to Lot**

Title to Lots may be taken in the name of a natural person or in the names of two or more natural persons, or in the name of a corporation, partnership, association or other entity capable of holding title to real property, or any combination thereof.

**Section 2.15 Conduct of Meeting**

The President shall, or in his absence the Vice-President shall, preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat.

**ARTICLE III. BOARD OF TRUSTEES**

**Section 3.01 Powers and Duties**

The affairs and business of the Association shall be managed by the Board which shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and may do all such acts and things as are not by the Act or by these Bylaws directed to be exercised and done by the Association.

The Board shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the enjoyment of the Project provided such Rules and Regulations shall not be in conflict with the Act, the Declaration or these Bylaws. The Board shall delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the Managing Agent, if any, which might arise between meetings of the Board. Subject to any limitations or provisions contained in the Declaration, the Board shall be responsible for the following:

- (a) Preparation of an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses;
- (b) Making assessments against Owners to defray the cost and expenses of the Project, establishing the means and methods of collecting such assessments from the Owners, and establishing the period of the installment payment of the annual assessment for Common



Expenses. Unless otherwise determined by the Board, the annual assessment against each owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.

- (c) Providing for the operation, care, upkeep, replacement, maintenance and surveillance of all of the Common Areas and services of the Project.
- (d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Areas, and providing services for the Property, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed the common property of the Owners.
- (e) Collecting the assessments against the Owners, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Property.
- (f) Making and amending Rules and Regulations respecting the use of the Property.
- (g) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
- (h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the Declaration and other provisions of these Bylaws, after damage or destruction by fire or other casualty.
- (i) Enforcing by legal means the provisions of the Project Documents for the use of the Property adopted by it, and bringing any proceedings which may be instituted on behalf of the Owners.
- (j) Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof.
- (k) Borrow money.
- (l) Paying the cost of all services rendered to the Project and not billed to Owners of individual Lots.
- (m) Keeping books with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Association, specifying any maintenance and repair expenses of the Common Areas and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board for the general knowledge of the

Owners. All books and records shall be kept in accordance with generally accepted accounting practices, and the same, upon resolution of the Association, shall be audited every three (3) years by an outside auditor employed by the Board who shall not be a resident of the Project, or an Owner therein. The cost of such audit shall be a Common Expense. A copy of the annual audit report shall be supplied to any first mortgagee of any Lot in the Project who requests the same in writing from the Secretary.

(n) To do such things and acts not inconsistent with the Act or the Project Documents.

**Section 3.02 Manager**

The Board may employ a Manger at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3.1.

The Board may delegate to the Manager all of the powers granted to the Board by these Bylaws; provided that any actions by the Manager with respect to the powers set forth in paragraphs (b), (f), (g) and (i), or Section 3.1 shall require the written consent of the Board.

**Section 3.03 Number of Board Members**

After the Turnover Meeting, the Board shall be composed of three (3) to nine (9) persons, who are members in good standing. The Board by resolution shall determine the number of Board members. If the Board decides to increase the number of Trustees, they shall fill the new seats as if they were vacancies and the Members shall vote to fill those seats at the next Annual Meeting.

**Section 3.04 Selection and Term of Office of the Board**

Unless appointed under the provisions of Section 3.10, Board members shall be elected as follows:

- (a) Board members shall be elected by a majority vote of the Members present in person by proxy at the annual meeting. Cumulative voting shall not be permitted.
- (b) All Board members shall hold office until the members shall have elected their respective successors.
- (c) Board members' terms shall be staggered. The initial term of each member (1, 2, or 3 years) shall be decided by vote of the newly elected Board members at their first meeting. Upon the natural expiration of a Board member's term, a successor shall be elected for a two (2) year term. There shall be no limit on the number of terms an Owner may serve as a Board member.

**Section 3.05 Organization Meeting**

The first meeting of the members of the Board following the annual meeting of the Association shall be held within ten (10) days after the annual meeting at such place as shall be fixed by the Board at the meeting at which such Board-persons were elected, and no notice shall be necessary to the newly elected Board members in order legally to constitute such meeting provided that majority of the whole Board shall be present thereat.

**Section 3.06 Regular Meetings**

Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board, but at least three (3) such meetings shall be held during each fiscal year after the first annual meeting of the Association. Notice of regular meetings of the Board shall be given to each Board member at least three (3) business days prior to the day named for such meeting.

**Section 3.07 Special Meetings**

The President on three (3) business days' notice to each member may call special meetings of the Board. Such shall state the time, place and purpose of the meeting. The President or Secretary shall call special meetings of the Board in like manner and on like notice on the written request of at least two (2) Board members.

**Section 3.08 Waiver of Notice**

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

**Section 3.09 Board's Quorum**

At all meetings of the Board, a majority of the Board shall constitute a quorum for the transaction of business, and the acts of the majority of the Board present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business, which might have been transacted at the meeting as originally called, may be transacted without further notice.

**Section 3.10 Vacancies**

In the event a Board seat which was filled by Declarant becomes vacant, Declarant shall have the right to select a replacement member to sit on the Board for the balance of the term associated with the vacated seat.

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

**Section 3.11 Removal of Board Member**

(a) A Board member may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum is present, by an affirmative vote of the majority of the votes represented and voting. Any Board member whose removal has been proposed by the Owners shall be given at least thirty (30) days written notice

of the calling of the meeting and the purpose thereof and shall be given a reasonable opportunity to be heard at the meeting.

(b) Any Board member who allows his installments of assessments made or levied against him and his Lot by the Board to become three (3) months overdue, and fails to cure the default within ten (10) days after written notice shall automatically forfeit his membership on the Board.

**Section 3.12 Compensation**

Board members shall not be compensated for their work. However, they may seek reimbursement for actual costs incurred associated with their service.

**Section 3.13 Conduct of Meetings**

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

**Section 3.14 Report of Board**

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

**Section 3.15 Fidelity Bonds**

The Board shall require that all officers, agents (including professional Manager and its employees) and employees of the Association handling or responsible for funds furnish adequate fidelity bonds. The premiums on such bonds shall constitute a Common Expense. The Board shall provide a fidelity insurance coverage as required by the Declaration.

**Section 3.16 Dispensing with Vote**

Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

**Section 3.17 Liability of the Board**

The members of the Board shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the Board members from and against all contractual liability to others arising out of contracts made by the Board on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Project Documents.

**ARTICLE IV. OFFICERS**

**Section 4.01 Designation**

The principal officers of the Association shall be a President, Vice President, Secretary, and a Treasurer, all of whom shall be elected by and from the Board.

The Board may appoint assistant secretaries and such other officers as in its judgment may be necessary. With the exception of the President, no officer need be a member of the board. The same person may hold two or more offices, except that the President shall not hold any other officer.

***Section 4.02 Election of Officers***

The officers of the Association shall be elected annually by the Board at the organization meeting of each Board and shall hold office at the pleasure of the board. The Board at a regular meeting or special meeting called for such purpose shall fill any vacancy in an office.

Nevertheless, the Board members may serve as the officers of the Association, with such positions therein determined amongst them.

***Section 4.03 Removal of Officers***

The officers shall hold office until their respective successors are chose and qualify in their stead. Any officer elected or appointed by the board may be removed at any time by the affirmative vote of a majority of the whole Board, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

***Section 4.04 President***

The President shall be the chief executive officer; he shall preside at meetings of the Association and the Board and shall be an ex officio member of all committees; he shall have general and active management of the business of the Association and shall see that all orders and resolutions of the Board are carried into effect.

***Section 4.05 Vice President***

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

***Section 4.06 Secretary***

The Secretary shall attend all sessions of the Board and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him for that purpose and shall perform like duties for committees when required. He or she shall give, or cause to be given, notice of all meetings of the Association, the Board and committees and shall perform such other duties as may be prescribed by the Board.

The Secretary shall compile and keep current at the principal office of the Project, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board including resolutions.

**Section 4.07 Treasurer**

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

**Section 4.08 Agreement, Contracts, Deeds, Checks, etc.**

All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures shall be executed by any person or persons as may be designated by the Board.

**ARTICLE V. FISCAL YEAR****Section 5.01 Fiscal Year**

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

**ARTICLE VI. AMENDMENT TO BYLAWS****Section 6.01 Amendments**

Except as otherwise provided in this Section, these Bylaws may be modified or amended either (i) by the management committee at any time, to add, change or delete a provisions, unless it would result in a change of rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class or unless it is prohibited by the Declaration.

Notwithstanding anything in these Bylaws, so long as the Class B membership exists, the written consent of the Declarant is required to amend these Bylaws.

**Section 6.02 Recording**

A modification or amendment of these Bylaws shall become effective only if such modification or amendment is recorded in the office of the County Recorder of Utah County, Utah.

**Section 6.03 Conflicts**

No modification or amendment of these Bylaws may be adopted which shall be inconsistent with the provisions of the Declaration. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official Bylaws of the Association and all Owners shall be bound to abide by such modification or amendment.

## ARTICLE VII. NOTICE

### **Section 7.01 Manner of Notice**

All notices, demands, bills, statements or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by U.S. Mail, first class postage prepaid, (i) if to an Owner, at the address of his Lot and at such other address as the Owner may have designated by notice in writing to the Secretary, or (ii) if to the Board or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section. The Association may, by resolution, collect and give notice by electronic mail or other electronic means.

### **Section 7.02 Waiver of Notice**

Whenever any notice is required to be given under the provisions of the statutes, the Declaration or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time state therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Act.

## ARTICLE VIII. COMPLIANCE, CONFLICT AND MISCELLANEOUS PROVISIONS

### **Section 8.01 Compliance**

These Bylaws are set forth in compliance with the requirements of the Act.

### **Section 8.02 Conflict**

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

### **Section 8.03 Severability**

These Bylaws are set forth to comply with the requirements of the State of Utah. In case any of the Bylaws are in conflict with the provisions of any of its statutes, the provisions of the states will apply. If any provisions of these Bylaws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance are held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

### **Section 8.04 Waiver**

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

**Section 8.05 Captions**

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

**Section 8.06 Gender, etc.**

Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, the Declarant, has caused these Bylaws to be executed by its duly authorized officers on the 20<sup>th</sup> day of March, 2013.

Silver Lake Land, L.L.C.

*Grant R. Gifford*  
Signature

Grant R. Gifford  
Printed Name

Manager  
Position

STATE OF UTAH )  
  :SS  
County of Utah )

On this 20 day of March, 2013, personally appeared before me Grant R. Gifford who being by me duly sworn, did say that he is the agent of Declarant, authorized to execute these Bylaws.

*Melynda Airmet*  
Notary Public





## Appendix 2

Gables will not be included in the EAR on the elevation facing a street, open space etc., unless there is a change of material in the gable.

The DRC reserves the right to reject any plan based on Architectural appearance regardless of the below credits. The credits are an attempt to help builders create better looking homes with less expense. These credits are not meant to create an avenue to bypass the intent of the EAR.

- Shutters: Each window with shutters will be given twice the Sq. Ft. value of the window and shutters together. Example: 3030 window with 1 ft. x 3 ft. shutters on each side = 15 Sq. Ft. x2= Total 30 Sq. Ft.
- Garage Doors: Credit for ½ total Sq. Ft. and full Sq. value with full panel window in door. Example – Door = 96 Sq. Ft. value 48 Sq. Ft. / with window – 96 Sq. Ft. credit. Color of trim on all windows & doors shall contrast main body color.
- Bay windows: Sq. Ft. value of entire back area x 3
- Pedestrian doors: Sq. Ft. values same as windows- All windows and door trims shall contrast main body color.
- Rear or side decks: Credit for total Sq. Ft. (elevation measurement) Example- 8ft. wide deck with 4 ft. railing = 32 Sq. Ft. (+ % bonus)
- Gable Vents: Sq. Ft. Value. Color of band shall contrast the main body color
- Boxed windows: “Pop out” (6’ Min.) = 3x Sq. ft. of boxed elevation area. Example – 3030 Boxed window = approximately 4x4 = 16 Sq. Ft. x3 = 48 Sq. Ft.
- Window box under window: Double value of window. Example – 3030 window = 9 Sq. Ft. / with box = 18 Sq. Ft.
- 8 inch Fascia: (applies only if up-grade from 6” requirement.)- Credit ½ time lineal ft. value. Example – 30 ft. on rear elevation = 15 Sq. Ft. of credit:
- Trim contrasting color: If trim is 3” plus – 1 ½ times window Sq. Ft. Example – 3050 = 15 Sq. ft. x 1 ½ = ¼ x window value. Example – 3050 = 15 Sq. Ft. x ¼ = 18.75 Sq. Ft. credit.
- Gridded Windows: Front elevation shall have gridded windows – Credit 50% of window. Sq. Ft. Example – 3050 window would be worth 15 + 50% =22.5
- Decorative Cables: (on an elevation facing the street, or open space) any gable end that has decorative panels (fish scale, shingle, etc...) will be credited with double the Sq. Ft. value.
- Stucco: If 6” pop-out trim is used in windows and doors/a credit of 1 ½ times window value. All trim colors shall contrast with the main body color.
- Vertical offset in main plain of elevation: Min. 16” x 8 ft. long. Double EAR value for that elevation. Chimneys not included. A variation in the roof line is also required for the credit.
- Hipped Roof: ½ credits given as gables on hipped roofs.