

**AMENDMENT TO THE  
AMENDED AND RESTATED MASTER DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
WILDFLOWER**

(Stormwater Drainage Systems, Lot Owner Rights and Responsibilities)

This AMENDMENT TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WILDFLOWER (“Amendment”) is hereby approved and adopted by the Wildflower Master Homeowners Association, Inc., a Utah nonprofit corporation (“Association”), pursuant to the Declarant’s status and rights as described in the Declaration, and becomes effective when recorded with the Utah County Recorder’s Office. The Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Wildflower is recorded as Entry No. 98539:2022.

**AMENDMENTS**

Amendment One

*Section 6.1 of the Declaration shall be superseded and replaced in its entirety with the following:*

**6.1 Maintenance by Owners.** Each Owner shall furnish and be responsible for, at the Owner's own expense, all of the maintenance, repair, and replacement of all structures, landscaping, and other improvements comprising the Owner's Lot, Dwelling, and Limited Common Areas unless such maintenance responsibility is otherwise assumed by, or assigned to, the Master Association or a Neighborhood Association pursuant to this Declaration, or any Declaration governing a Neighborhood Association. The Master Association shall solely determine whether maintenance practices are sufficient.

(a) Each Owner shall be responsible to maintain, repair and replace any portion of any storm drain system located on or that crosses the Owner’s Lot. This responsibility shall include, without limitation, the obligation to routinely clean and clear all drain connections into the storm drain system including the Lot Owner’s yard drain and roof drain connections, if any, and the obligation to refrain from obstructing, destroying, or otherwise interfering with the functionality of any storm drain or utility system on or service the Lot. Owners shall take precautions to prevent debris from entering their storm drain system. Owners shall also be responsible to maintain, repair or replace any damaged or malfunctioning portion of the system located on the Owner’s Lot, or serving the Lot to the extent they are responsible for the conditions giving rise to the needed maintenance, replacement, or repairs. These responsibilities include maintaining, servicing, repairing, or replacing storm drain pipes, landscaping and grading, storm drain pools and ponds, swales, berms, culverts, or any other drainage

channels or drainage facilities on the Owner's Lot. These maintenance responsibilities do not apply to Service Areas permitted by Section 8.8 or any resolutions or rules adopted for those areas.

(b) If at any time an Owner elects to modify the ground level, slope, pitch, or drainage patterns or facilities, or all or part of the drainage system after an approved architectural review, all drainage system costs associated with the modifications shall be borne by the Owner.

(c) Each Owner shall paint, repair, and otherwise maintain the interior of its Dwelling and shall maintain, repair, and replace all mechanical devices, including but not limited to, appurtenant electrical, plumbing, and heating, ventilating and air conditioning systems. Each Owner shall be responsible for performing all snow removal on the sidewalks and driveways located on their Lot or Limited Common Area.

(d) The restrictions, covenants, and obligations in this section are for the benefit of each Lot Owner in the Project and they shall inure to and pass with each and every Lot and shall run with the land and shall apply to and bind the respective successors in interest of Declarant. Each Owner by acceptance of a deed in the Project, whether or not it shall be so expressed in such deed, is deemed to have accepted all of such restrictions, covenants, and obligations and agrees to bear the costs to maintain and service the storm drain system. Each Owner hereby agrees that such storm drain system costs shall be a charge on the land and shall be a continuing lien upon the Lot of any Owner who has failed to bear the costs to maintain and service the system. Other Owners within the Project shall be entitled to pursue a lien against a delinquent Owner who fails to maintain or service their storm drain system to the fullest extent permitted by law.

## Amendment Two

*Section 7.1 shall be restated. Section 7.3 shall also be restated and new language is added. The modified Sections, as amended, are shown below:*

**7.1 General.** All landscaping, structures, Dwellings, improvements, storm drain systems, and other items situated on a Lot are subject to the standards for design, landscaping, and aesthetics adopted pursuant to this Article and the approval procedures set forth in this Article.

**7.3 Design Guidelines.** The Board may adopt Design Guidelines for the purpose of maintaining a consistent character and quality of appearance for the improvements within the Project.

(a) The Declarant may prepare initial Design Guidelines which may contain general provisions applicable to the entire Project as well as specific provisions that vary among uses, housing types, or locations within the Project.

(b) The Declarant shall have sole and full authority to amend the Design Guidelines during the Control Period. The Declarant's right to amend the Design Guidelines shall continue even if it delegates reviewing authority to the Master Association or another entity. Upon termination or delegation of the Declarant's right to amend, the Board shall have the right to amend the Design Guidelines.

(c) The Design Guidelines may designate the design, style, model, and manufacturer of any materials to be used for an exterior improvement or alteration that is acceptable to the Board and DRC. The Design Guidelines may also designate landscaping requirements and may require complete landscaping of Lots prior to occupancy. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values.

(d) Grading shall be maintained at all times so as to conduct irrigation and surface waters away from buildings and so as to protect foundations and footings from excess moisture. Any drainage flows directed to adjacent Lots should not create any adverse impact to the improvements, structures, or landscaping on the adjacent lot. Owners shall not impede or retain water flow in any of the natural drainage gulches nor retain additional water flow in excess of the capacity of the man-made storm drainage systems.

(e) Amendments to the Design Guidelines shall apply prospectively only. They shall not require modifications to or removal of any structures previously approved once the approved construction or modification has begun. However, any new work on such structures must comply with the Design Guidelines as amended. However, any structure or improvement that was previously approved, but which impedes or obstructs the flow of storm water or irrigation in a manner that adversely impacts improvements, structures, or landscaping must be modified, repaired or corrected by the responsible Owner.

(f) Declarant may preapprove Builder's plans and designs for Dwellings or other improvements for general or repetitive application, and a Builder's construction in compliance with such preapproved plans and designs shall be deemed to be compliant with all Design Guideline requirements of the Master Association. Such preapproved plans shall not require resubmission prior to use on subsequent Lots. The Declarant or the Board may also exempt Builders from Design Guideline requirements in the Declarant's or Board's discretion.

### Amendment Three

*Section 15.10 of the Declaration is modified as follows: subpart (g) shall be added following the previous subparts, which shall all remain the same. Subpart (g) shown below:*

#### **15.10 Easements Reserved to Declarant.**

(g) Notwithstanding the rights reserved by and to the Declarant as described in this section and in section 10.4, these rights do not create any additional obligation or responsibility for the Declarant that is not specifically described in Articles V and VI. For the avoidance of doubt, each Lot Owner is primarily responsible to maintain, repair, and replace the landscaping and building components as described in the Amended and Restated Declaration and any effective amendments thereto; these maintenance responsibilities do not apply to Service Areas permitted by Section 8.8 or any resolutions or rules adopted for those areas. Any reserved right to intervene and repair in the event of a Lot Owner default, does not relieve such Lot Owner of its obligations as set forth herein.

#### Amendment Five

*Section 18.7 of the Declaration is modified as follows: the entirety of the current section shall become subpart (a); subpart (b) shall be added. The entire modified Section, as amended, shown below:*

#### **18.7 Owner & Builder Liability and Indemnification.**

(a) Each Owner and Builder shall be liable to the remaining Owners and to the Master Association for any damage to the Common Area that may be sustained by reason of the negligent or intentional act that Owner or Builder, or any intentional or negligent act of any Occupant of that Owner's Dwelling, to the extent such losses and damages are either under the deductible of the Master Association or not covered by the Master Association's insurance. Each Owner and Builder, by acceptance of a deed to a Lot, agrees personally to defend, indemnify, and hold harmless each and every other Owner and Occupant against any claim of any Person for personal injury or property damage occurring within the Lot of the indemnifying Owner, except to the extent that: (a) such injury, damage, or claim is covered and defended by the Master Association's or such other Owner's liability insurance carrier; or (b) the injury or damage occurred by reason of the intentional act of the Association or the Person bringing the claim.

(b) Each Owner and Builder shall be liable to the remaining Owners and to the Master Association and Declarant for any damage to other Lot Owner property or to the Common Area by reason of negligent or intentional failure to maintain, service, repair, or replace (a) any portion of the storm drain system located on or that crosses the Owner's Lot, including but not limited to the storm drain pipes, landscaping and grading, storm drain pools and ponds, or culverts on the Owner's Lot, or (b) any act or omission by such Lot Owner that impedes or obstructs the proper functioning of any portion of the storm drain system regardless of whether the impediment, blockage, damage or adversely impacted drainage component is situated on such Owner's Lot. This includes any negligent or intentional act by any Occupant of that Owner's Dwelling. Each Owner and Builder, by acceptance of a deed to a Lot, agrees to personally defend, indemnify, and hold harmless the remaining Owners, Declarant and/or the Master Association against any losses incurred as a result of that Owner's or Builder's negligence or intentional acts or omissions relating to storm drain systems.

**CERTIFICATION**

IN WITNESS THEREOF, the undersigned officer of the Association hereby certifies that the foregoing Amendment is approved and adopted by the Wildflower Master Homeowners Association, Inc. pursuant to the Declarant's status and rights as described in the Declaration, and becomes effective when recorded with the Utah County Recorder's Office.

**DECLARANT**  
**WILDFLOWER DEVELOPER, LLC**  
A Utah limited liability company

By: \_\_\_\_\_

Name: Nathan Shipp

Its: Manager

State of Utah )  
 ) :ss  
County of Salt Lake )

On this 17th day of December, 2024, personally appeared before me Nathan Shipp, who being by me duly sworn, did say that he/she is the Manager of the Wildflower Developer, LLC; that said instrument was signed by him/her, with authority from the Board on behalf of the Association; and that the foregoing information is true and accurate to the best of his/her knowledge.



Katelyn Mickelsen  
Notary Public

**EXHIBIT A  
Legal Description**

All of **WILDFLOWER PLAT A-1A**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 62554:2018.

**Parcel Numbers: 55:866:0201 through 55:866:0237**

All of **WILDFLOWER PLAT A-1B**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 9949:2019.

**Parcel Numbers: 55:881 :0901 through 55:881 :0914**

All of **WILDFLOWER PLAT A-2**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 9950:2019.

**Parcel Numbers: 55:882:0401 through 55:882:0426**

All of **WILDFLOWER PLAT A-3**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 46273:2020

**Parcel Numbers: 55:904:0801 through 55:904:0823**

All of **WILDFLOWER PLAT B-1**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 10758:2019.

**Parcel Numbers: 55:883:0301 through 55:883:0340**

All of **WILDFLOWER PLAT B-2**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 16449:2019.

**Parcel Numbers: 55:885:0501 through 55:885:0514**

All of **WILDFLOWER PLAT B-3**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 10759:2019.

**Parcel Numbers: 55:884:0601 through 55:884:0615**

All of **WILDFLOWER PLAT B-4**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 46275:2020.

**Parcel Numbers: 55:905:0701 through 55:905:0727**

All of **WILDFLOWER PLAT C-1**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 72990:2018.

**Parcel Numbers: 55:868:0101 through 55:868:0138**

All of **WILDFLOWER VILLAGE 1 (NORTH) PLAT E-1**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 21090:2020.

**Parcel Numbers: 55:900:0101 through 55:900:0119**

All of **WILDFLOWER VILLAGE 1 (NORTH) PLAT E-2**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 172538:2020.

**Parcel Numbers: 55:917:0001 through 55:917:0028**

All of **WILDFLOWER VILLAGE 1 (NORTH) PLAT E-3**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 136688:2021.

**Parcel Numbers: 55:940:0027 through 55:940:0057**

All of **WILDFLOWER VILLAGE 1 (NORTH) PLAT E-4**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 196101:2021.

**Parcel Numbers: 55:949:0051 through 55:949:0071**

All of **WILDFLOWER VILLAGE 1 (NORTH) PLAT E-5**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 102815:2022.

**Parcel Numbers: 55:987:0727 through 55:987:0752**

All of **WILDFLOWER VILLAGE 1 (NORTH) PLAT E-6**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 102818:2022.

**Parcel Numbers: 55:988:0751 through 55:988:0778**

All of **WILDFLOWER VILLAGE 1 (NORTH) PLAT F-1**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 21093:2020.

**Parcel Numbers: 55:901 :0201 through 55:901 :0235**

All of **WILDFLOWER VILLAGE 1 (NORTH) PLAT F-2**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 172539:2020.

**Parcel Numbers: 55:918:0065 through 55:918:0092**

All of **WILDFLOWER VILLAGE 1 (NORTH) PLAT F-3**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 119131:2020.

**Parcel Numbers: 55:913:0138 through 55:913:0164**

All of **WILDFLOWER VILLAGE 1 (NORTH) PLAT F-4**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 60312:2022.

**Parcel Numbers: 55:982:0237 through 55:982:0259**

All of **WILDFLOWER VILLAGE 1 (NORTH) PLAT F-5**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 104006:2022.

**Parcel Numbers: 55:989:0185 through 55:989:0199**

All of **WILDFLOWER VILLAGE 1 (NORTH) PLAT F-6**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 137185:2021.

**Parcel Numbers: 55:941:0164 through 55:941:0186**

All of **WILDFLOWER VILLAGE 1 (NORTH) PLAT F-6 AMENDED**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 47154:2022.

**Parcel Numbers: 55:962:0169 through 55:962:0171**

All of **WILDFLOWER VILLAGE 1 (NORTH) PLAT F-7**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 207837:2021.

**Parcel Numbers: 55:953:0649 through 55:953:0678**

All of **WILDFLOWER VILLAGE 1 (NORTH) PLAT F-8**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 207836:2021.

**Parcel Numbers: 55:952:0615 through 55:952:0649**

All of **WILDFLOWER VILLAGE 1 (NORTH) PLAT F-9**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 20157:2023.

**Parcel Numbers: 69:005:0480 through 69:005:0501**

All of **WILDFLOWER VILLAGE 3A PLAT A-1A**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 68839:2020.

**Parcel Numbers: 55:907:0001 through 55:907:0002**

All of **WILDFLOWER VILLAGE 3A PLAT B-1A**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 68840:2020.

**Parcel Numbers: 55:908:0123 through 55:908:0138**

All of **WILDFLOWER VILLAGE 3A PLAT B-2**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 190236:2020.



**Parcel Numbers: 55:921:0265 through 55:921:0279**

All of **WILDFLOWER VILLAGE 3A PLAT B-3A**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 68841:2020.

**Parcel Numbers: 55:909:0322 through 55:909:0352**

All of **WILDFLOWER VILLAGE 3A PLAT B-4**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 127265:2021.

**Parcel Numbers: 55:936:0426 through 55:936:0482**

All of **WILDFLOWER VILLAGE 3A PLAT B-5**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 127266:2021.

**Parcel Numbers: 55:937:0512 through 55:937:0582**

All of **WILDFLOWER VILLAGE 3A PLAT B-6**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 40391:2024.

**Parcel Numbers: 69:034:0001 through 60:034:0003**

All of **WILDFLOWER VILLAGE 3A PLAT B-7**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 190237:2020.

**Parcel Numbers: 55:922:0101 through 55:922:0124**

All of **WILDFLOWER VILLAGE 3A PLAT B-8**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 190238:2020.

**Parcel Numbers: 55:923:0301 through 55:923:0327**

All of **WILDFLOWER VILLAGE 3A PLAT C-1**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 112385:2021.

**Parcel Numbers: 55:933:0348 through 55:933:0377**

All of **WILDFLOWER VILLAGE 3A PLAT C-2**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 156639:2021.

**Parcel Numbers: 55:943:0279 through 55:943:0301**

All of **WILDFLOWER VILLAGE 2 PHASE 1 TOWNHOMES**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 49418:2022.

**Parcel Numbers: 55:964:0101 through 55:964:0144**

All of **WILDFLOWER VILLAGE 2 PHASE 2 TOWNHOMES**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 49420:2022.

**Parcel Numbers: 55:965:0201 through 55:965:0216**

All of **WILDFLOWER VILLAGE 2 PHASE 1 BUILDING A CONDOMINIUM**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 49421 :2022.

**Parcel Numbers: 55:966:0101 through 55:966:0304**

All of **WILDFLOWER VILLAGE 2 PHASE 1 BUILDING B CONDOMINIUM**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 49424:2022.

**Parcel Numbers: 55:967:0101 through 55:967:0304**

All of **WILDFLOWER VILLAGE 2 PHASE 1 BUILDING C CONDOMINIUM**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 49427:2022.

**Parcel Numbers: 55:968:0101 through 55:968:0304**

All of **WILDFLOWER VILLAGE 2 PHASE 1 BUILDING D CONDOMINIUM**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 49430:2022.

**Parcel Numbers: 55:969:0101 through 55:969:0304**

All of **WILDFLOWER VILLAGE 2 PHASE 1 BUILDING E CONDOMINIUM**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 49433:2022.

**Parcel Numbers: 55:970:0101 through 55:970:0304**

All of **WILDFLOWER VILLAGE 2 PHASE 2 BUILDING F CONDOMINIUM**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 49436:2022.

**Parcel Numbers: 55:971 :0101 through 55:971 :0304**

All of **WILDFLOWER VILLAGE 2 PHASE 2 BUILDING G CONDOMINIUM**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 49439:2022.

**Parcel Numbers: 55:972:0101 through 55:972:0304**

All of **WILDFLOWER VILLAGE 2 PHASE 2 BUILDING H CONDOMINIUM**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 49442:2022.

**Parcel Numbers: 55:973:0101 through 55:973:0304**

All of **WILDFLOWER VILLAGE 2 PHASE 2 BUILDING I CONDOMINIUM**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 49445:2022.

**Parcel Numbers: 55:974:0101 through 55:974:0304**

All of **WILDFLOWER VILLAGE 2 PHASE 2 BUILDING J CONDOMINIUM**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 49448:2022.

**Parcel Numbers: 55:975:0101 through 55:975:0304**

All of **WILDFLOWER VILLAGE 2 PHASE 2 BUILDING K CONDOMINIUM**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 49451 :2022.

**Parcel Numbers: 55:976:0101 through 55:976:0304**

All of **WILDFLOWER VILLAGE 2 PHASE 2 BUILDING L CONDOMINIUM**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 49454:2022.

**Parcel Numbers: 55:977:0101 through 55:977:0304**

All of **WILDFLOWER VILLAGE 2 PHASE 2 BUILDING M CONDOMINIUM**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 49457:2022.

**Parcel Numbers: 55:978:0101 through 55:978:0304**

All of **WILDFLOWER VILLAGE 2 PHASE 2 BUILDING N CONDOMINIUM**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 49460:2022.

**Parcel Numbers: 55:979:0101 through 55:979:0304**

All of **WILDFLOWER VILLAGE 2 PHASE 2 BUILDING O CONDOMINIUM**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 49463:2022.

**Parcel Numbers: 55:980:0101 through 55:980:0304**

All of **WILDFLOWER VILLAGE 7 PLAT L-1**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 47757:2024.

**Parcel Numbers: 69:037:1002 through 69:037:1078**

All of **WILDFLOWER VILLAGE 7 PLAT L-2**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 28799:2023.

**Parcel Numbers: 69:019:1072 through 69:019:1096**

All of **WILDFLOWER VILLAGE 7 PLAT L-3**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 28798:2023.

**Parcel Numbers: 69:020:1096 through 69:020:1120**

All of **WILDFLOWER VILLAGE 7 PLAT L-4**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 68405:2024.

**Parcel Number: 69:043:001**

All of **WILDFLOWER VILLAGE 7 PLAT L-5**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 74959:2024.

**Parcel Numbers: 69:049:1120 through 69:049:1169**

All of **WILDFLOWER VILLAGE 4 PLAT H-6A**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 85583:2024.

**Parcel Numbers: 69:053:2245 through 69:053:2317**

All of **WILDFLOWER VILLAGE 4 PLAT H-6B**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 85584:2024.

**Parcel Numbers: 69:054:2236 through 69:054:2245**

All of **WILDFLOWER VILLAGE 4 PLAT J-3**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 70738:2024.

**Parcel Numbers: 69:047:2116 through 69:047:2179**

All of **WILDFLOWER VILLAGE 4 PLAT K-1A**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 40392:2024.

**Parcel Numbers: 69:035:2043 through 69:035:2076**

All of **WILDFLOWER VILLAGE 7 PLAT M-1**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 28795:2023.

**Parcel Numbers: 69:018:1301 through 69:018:1330**

All of **WILDFLOWER VILLAGE 7 PLAT M-2**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 56730:2024.

**Parcel Numbers: 69:040:1330 through 69:040:1362**

All of **WILDFLOWER VILLAGE 7 PLAT M-3**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 56732:2024.

**Parcel Numbers: 69:041:1360 through 69:041:1380**

All of **WILDFLOWER VILLAGE 7 PLAT N-1**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 83115:2024.

**Parcel Numbers: 69:050:1400 through 69:050:1447**

All of **WILDFLOWER VILLAGE 7 AND VILLAGE 8 PLAT N-2**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 86493:2024.

**Parcel Numbers: 69:056:1446 through 69:056:1507**

All of **WILDFLOWER VILLAGE 7 PLAT P-1**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 83117:2024.

**Parcel Numbers: 69:051:1506 through 69:051:1527**

All of **WILDFLOWER VILLAGE 7 PLAT P-2**, according to the official plat filed in the office of the Utah County Recorder as Entry No. 83118:2024.

**Parcel Numbers: 69:052:1525 through 69:052:1546**

**AMENDMENT TO THE  
BYLAWS  
OF  
WILDFLOWER MASTER HOMEOWNERS ASSOCIATION, INC.  
(Board Composition)**

This AMENDMENT TO THE BYLAWS OF WILDFLOWER MASTER HOMEOWNERS ASSOCIATION, INC. ("Amendment") has been approved and adopted by the Wildflower Master Homeowners Association, Inc., a Utah nonprofit corporation ("Association"), and pursuant to the Declarant's status and rights as described in the Declaration, and becomes effective when recorded with the Utah County Recorder's Office.

**AMENDMENTS**

Amendment One – Election Districts and Board Composition

*Section 3.10, Section 3.11, and Section 3.12 shall be superseded and replaced with the following:*

**3.10 Election Districts.** In order to promote representation from all areas within the Project, the Association may establish Election Districts for the purpose of electing Board Members. Each Election District may consist of one or more Neighborhood Associations and one or more Lots that are not part of a Neighborhood Association. Each Member of the Association, regardless of their location in an Election District may vote to elect the number of Board member positions as assigned to an Election District in the Declaration or amendment thereto, or as described in these Bylaws; each Election District may be a part or all of the Master Association or a part or all of any sub-association. The total number of Election Districts within the Project shall not exceed the total number of Board members to be elected pursuant to these Bylaws.

**3.11 Establishment of Election Districts.** Election Districts may be established by the Declarant prior to the expiration of the Control Period by filing with the Master Association and recording an amendment to the Declaration identifying the Lots and/or Neighborhood Associations comprising each Election District. The Declarant, acting alone, may amend and change Election District designations at any time prior to the expiration of the Control Period.

After the expiration of the Control Period, the Master Association shall have the right to amend designated Election Districts upon the express written consent of at least sixty-seven percent (67%) of the Allocated Interest of all Owners within the Master Association. Any such approved Supplement or amendment to the Declaration thereto shall become effective upon recording.

Absent any amendments to Election Districts, they shall be as follows: if there is a three Member Board, there shall be one Election District for the Calypso apartments; one Election District which consists of all other townhome owners within the Project, excluding the Calypso sub-association; and one Election District which consists of all single family/detached home lots within the Project.

If there is a five Member Board, there shall be two Election Districts for the Calypso apartments; one Election District which consists of all other townhome owners within the Project, excluding the Calypso sub-association; and two Election Districts for all single family/detached home lots within the Project.

**3.12 Election District Voting.** The Master Association shall conduct Election District voting for each open Board Member position at the Annual Meeting. If the Master Association is unable to hold Board Member elections at the Annual Meeting, then a Special Meeting shall be held in accordance with these Bylaws. The Members within the Master Association, or any sub-association therein, shall vote for each and any of the Board positions that are up for a vote. Therefore, each of a Member's vote for a candidate in the Election District voting shall be equal to their Allocated Interest. If all Board positions are up for election, a Member is entitled to vote (once) for each candidate/seat available. Board Members will be elected by a simple majority vote of the Owners present at the meeting. If two (2) candidates have equal votes, then the issue shall be resolved by a coin toss. All Board Member elections shall be subject to any and all appointment powers granted to the Declarant in the Declaration.

#### Amendment Two – Number of Board Members and Term of Office

*It is proposed that Article IV be modified as follows: Section 4.2 shall read as seen below; only the first sentence is revised. Section 4.4 shall be superseded and replaced with what is seen below.*

**4.2 Number and Qualifications.** The Board of Directors shall be composed of an odd number of no less than three (3), but no more than five (5) Persons. Following the Control Period, there shall be three Board Members. This may later be expanded to five. In order to expand the Board to five persons, this must be determined by the currently elected Board, prior to the Annual Meeting where Board Member elections and voting occurs. No Special Meeting shall be held in order to establish Board Member elections and voting when expanding from three to five Board Members.

Board Members must be at least 18 years old and must be an Owner or the spouse of an Owner of a Lot in the Project. If an Owner is a corporation, partnership, limited liability company, or trust, an officer, partner, member, manger, agent, trustee, or beneficiary of such Owner may be a Board Member. Two Members of the same Lot cannot serve on the Board at the same time, regardless of whether the two Members are the Owner, spouse, and/or an entity. Board Members also must meet the qualifications defined in Section 3.5 (Qualified Voters) of these Bylaws, with no exceptions. If a Board Member ceases to meet any required qualifications during the Board Member's term, such person's membership on the Board shall automatically terminate. During the Control Period, the Director qualification requirements of

these Bylaws shall not apply and the Declarant shall act as the Board and may exercise all powers of the Board as permitted by law.

**4.4 Term of Office.** This section must be read and followed in accordance with Section 3.11 and 3.12 of these Bylaws. During the Control Period, Board Member terms shall be determined exclusively by Declarant. Following the Control Period, if there are three Board Members the terms of the Board Members shall be three (3) years. The terms of these Board Members shall be staggered and overlap so that elections for Board Member positions are held each year. To make this possible, at the first election following the Control Period, the Person(s) receiving the highest number of votes shall serve an initial three (3) year term, the Person(s) receiving the next highest vote total shall serve an initial two (2) year term, and the Person receiving the lowest vote total shall serve an initial one (1) year term.

If this initial Board composed of three Members expands to five, pursuant to the terms of Section 4.2 (Number and Qualifications) then the terms of the additional two Members shall be two (2) years.

Board Members may serve consecutive terms if elected.



**CERTIFICATION**

IN WITNESS THEREOF, the undersigned officer of the Association hereby certifies that the foregoing Amendment was approved and adopted by the Wildflower Master Homeowners Association, Inc., a Utah nonprofit corporation ("Association"), and pursuant to the Declarant's status and rights as described in the Declaration, and becomes effective when recorded with the Utah County Recorder's Office.

**DECLARANT**  
**WILDFLOWER DEVELOPER, LLC**  
A Utah limited liability company

By: \_\_\_\_\_

Name: Nathan Shipp

Its: Manager

State of Utah )  
 ):  
County of Salt Lake )

On this 19<sup>th</sup> day of December, 2024, personally appeared before me Nathan Shipp, who being by me duly sworn, did say that he/she is the Manager of the Wildflower Developer, LLC; that said instrument was signed by him/her, with authority from the Board on behalf of the Association; and that the foregoing information is true and accurate to the best of his/her knowledge.



Katelyn Mickelsen  
Notary Public