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After Recording Return To:
McArthur Homes, Inc.
9962 South Redwood Road
South Jordan, Utah 84095

ENT 32297:2008 PG 1 of 93
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2008 Mar 19 12:09 pm FEE 220.00 BY SW
RECORDED FOR LEHI CITY CORPORATION

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
THANKSGIVING MEADOWS
HOMEOWNERS ASSOCIATION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereafter "Declaration") is made on the date evidenced below by McArthur Homes TM, Inc., a Utah Corporation (hereafter "Declarant").

RECITALS

A. The Declarant is the owner of certain land in Utah County, Utah, shown on the plat map entitled, "Thanksgiving Meadows" to be recorded among the Recorder's Office of Utah County, Utah, Recorder's Office (the "Recorder's Office"), in Plat Book ____, No. _____.

B. It is the intention of the Declarant to develop the land, in phases, subject to this Declaration as a residential community (including both single family residential lots and townhouse style triplex condominium units), and to insure a uniform plan and scheme of development.

C. The townhouse style triplex condominium units described herein are hereby subjected to the Utah Condominium Ownership Act § 57-8-1, et seq., as may be amended from time to time. The single family residential homes shall be subject to the Utah Association Ownership Act § 57-8a-101, et seq., as may be amended from time to time.

D. It is further intended that ultimately 147 single family homes and 180 townhouse style condominium units will be constructed. Declarant, however, has no legal obligation to construct the number of homes set herein, but does provide this information as an initial projection to homeowners.

E. A single homeowners association shall manage the affairs of both the townhouse style triplex units and single family residential lots.

F. For simplicity purposes, the structures built on Lots or developed as Condominium Units shall be collectively known as "Units," the maintenance obligations for such shall be set forth more fully herein.

G. Unto that end, the Declarant has adopted, imposed and subjected the property hereinafter described to certain covenants, conditions, restrictions, easements, charges and liens (collectively, the "Covenants"), as set forth herein for the following purposes:

(1) To insure uniformity in the development of the Lots (as hereinafter defined) in the Community (as hereinafter defined).

(2) To facilitate the sale by the Declarant, its successors and assigns, of the land in the Community by reason of its ability to assure such purchasers of uniformity.

(3) To make certain that the Covenants shall apply uniformly to all Units for the mutual advantage of the Declarant, the Owners and any Mortgagee (as such capitalized terms are defined herein) and to all those who may in the future claim title through any of the above.

(4) To provide for the benefit of the Owners, the preservation of the value and amenities in the Community, and the maintenance of certain reserved open spaces and common areas, including but not limited to easements, charges and liens, herein below set forth, and for the creation of an association to be delegated and assigned the powers of maintaining and administering the Common Area (as hereinafter defined), and enforcing all applicable covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created upon the Property designated by this Declaration or any Supplemental Declaration; which association shall be incorporated under the laws of the State of Utah, as a nonprofit corporation, for the purpose of exercising the functions mentioned herein.

NOW, THEREFORE, the Declarant does hereby establish and impose upon the Property (as hereinafter defined), the Covenants for the benefit of, and to be observed and enforced by, the Declarant, its successors and assigns, the Association, as well as by all purchasers of Units, to wit:

ARTICLE I

DEFINITIONS

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

1.1 “Additional Property” means any property that may be annexed to Thanksgiving Meadows as provided in Article III below.

1.2 “Architectural Review Committee” or “ARC” means that committee constituted and acting pursuant to Article XII below. It is the intent, however, that the Board of Directors shall serve in all respects as the ARC unless otherwise appointed as outlined herein.

1.3 “Areas of Common Responsibility” means all of the properties and facilities for which the Condominium Property and the Dwelling Lot Property share responsibility under this Declaration. The Areas of Common Responsibility within the Project include, but are not limited to, the clubhouse, pool, specified pocket parts, Association entry monuments, any future vehicle storage areas, and the Park Strips that are directly adjacent to and parallel with the public roads known as Bluegrass Boulevard and Pine Meadow Boulevard on the Plat Map.

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

1.5 “Association” means and refers to the Thanksgiving Meadows Homeowners Association, Inc. Said Association shall administer the affairs of all Units within the Property.

1.6 “Base Assessment” means

Assessments levied on all Units to fund the Areas of Common Responsibilities that are for the general benefit of all Units, which include the clubhouse, parkstrip, and all other properties included under this Declaration or any supplement thereto.

1.7 “Board of Directors” or “Board” means body responsible for the administration of the Association, elected as provided in the Bylaws and generally serving the same role as a Board of Directors under the Revised Non-Profit Corporations Act. As further set forth in this Declaration or the Bylaws, the Board shall be comprised of four (4) Owners from the Condominium Property and three (3) Owners from the Dwelling Lot Property.

1.8 “Builder” means any person or entity, if any, other than the Declarant, which shall, in the ordinary course of such person's business, construct a dwelling on a Lot and sell or lease it to another person to occupy as such person's residence.

1.9 “Bylaws” means the Bylaws of the Association and recorded simultaneously with this Declaration as **Exhibit “D”**, as they may be amended from time to time.

1.10 “Common Areas” mean collectively all of the areas known in this Declaration as Areas of Common Responsibility and Condominium Common Area.

1.11 “Community” means all of the land described in the attached **Exhibit “A”** and any property annexed to this Declaration as provided in Article III below.

1.12 “Community Wide Standard” means

the standard of conduct, maintenance, or other activity/aesthetics generally prevailing in the Community, as defined by the Board of Directors from time to time. Any conduct falling below the Community Wide Standard subjects the Owner to enforcement action by the Board.

1.13 “Condominium” means a condominium as defined in the Utah Condominium Ownership Act, Utah Code Ann., Section 57-8-1 *et seq.*, as amended in any successor statute. The boundaries and description of the condominium Units of the Community shall be set forth in Article XIII, Section 13.3 of this Declaration.

1.14 “Condominium Assessment” means an assessment that is levied against the Condominium Property for the purpose of having the Condominium Owners pay for the maintenance and repair of the Condominium Common Areas, independent from the Base Assessment levied against all Owners.

1.15 “Condominium Common Areas” means all that part of the Condominium Property as shown on Plat 1 which is not included within the condominium Units, but includes all roadways, parking areas within the Condominium Property together with all Improvements which are now or hereafter constructed.

1.16 “Condominium Property” means the property shown on Plat 1 and may include the annexable properties identifiable as Plats 2 through 20.

1.17 “Declarant” means McArthur Homes TM, Inc., and any successor or assign thereof to whom it shall expressly (a) convey or otherwise transfer, in writing, all of its right, title and interest in the Property in its entirety, without reservation of any kind; or (b)

transfer, set over and assign all of its right, title and interest under this Declaration, or any amendment or modification thereof.

1.18 “Detached Home” means any residence constructed upon a Lot within the Dwelling Lot Property.

1.19 “Development Period” means the time between the date of the first conveyance of fee simple title to a purchaser under this Declaration and the date on which the administrative control of the Association is turned over to the Owners. The Development Period shall be the earlier of seven (7) years from the date of the first conveyance of fee simple title to a purchaser under this Declaration or one hundred and twenty (120) days after the date the Declarant has conveyed seventy-five percent (75%) of the total number of Units to be added by this Declaration or any contemplated Supplemental Declaration to Owners of the Association.

1.20 “Dwelling Lot Property” consists initially of “Plat B” as shown on the Plat Map and may also include the annexable properties shown on the Plat Map as “Plat C,” “Plat D,” “Plat E,” and “Plat F,” as each such property is annexed into the Property.

1.21 “Eligible Holder” means a holder, insurer or guarantor of a first Mortgage on a Unit which has requested written notice from the Association containing the name and address of such holder, insurer or guarantor and the address of the Unit on which they hold such Mortgage.

1.22 “Improvements” means every structure or improvement of any kind, including but not limited to landscaping required under Section 8.3 below and any Residence, 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).

1.23 "Limited Common Area" means those areas within the Condominium Property designated in this Declaration, the Utah Condominium Act, or on the Plat Map as reserved for the exclusive use of a certain condominium Unit or Units to the exclusion of all other Units.

1.24 "Lot" or "Lots" means a subdivided parcel, lot or plot of ground within the Dwelling Lot Property and as designated on the Plat Map.

1.25 "Member" means an Owner within the Association.

1.26 "Mortgage" means any mortgage or deed of trust encumbering any Unit or any or all of the Common Area, and any other security interest existing by virtue of any other form of security instrument or arrangement, provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Recorder's Office.

1.27 "Mortgagee" means the person or entity secured by a Mortgage.

1.28 "Owner" means the person or persons who are vested with record title and owning any Unit (including the holder of a vendee's interest under a land sale contract, unless otherwise stated in the contract) whose interest in the Unit is held in fee simple according to the records of the County Recorder of Utah County, Utah, but does not include a tenant or holder of a leasehold

interest or person holding only a security interest in a Unit (including the holder of a vendor's interest under a land sale contract, unless otherwise stated in the contract).

1.29 "Park Strip" means those areas that run adjacent to Bluegrass Boulevard (and Pine Meadows Boulevard that may be constructed in any Additional Property) that are Areas of Common Responsibility. Such areas include those areas on the Dwelling Unit Property from the street to the fence and those areas on the Condominium Property that are from the street to the sidewalk, inclusive of the sidewalk.

1.30 "Percentage Interest" means the percentage of undivided ownership interest in the Condominium Common Areas which is appurtenant to each Condominium Property Owner's Unit as set forth in Exhibit "C" attached hereto.

1.31 "Plat Map" means the plat map entitled, "Thanksgiving Meadows" to be recorded among the Recorder's Office of Utah County, Utah, and any plats recorded among the Recorder's Office in substitution thereof or amendment thereof, plus any amendment annexing Additional Property to Thanksgiving Meadows as provided in Article III below.

1.32 "Property" means all of the real property described in attached Exhibit "A", and any Additional Property annexed to Thanksgiving Meadows as provided in Article III below.

1.33 "Single Family Unit" means those Units upon which there are constructed a single family residence.

1.34 "Supplemental Declaration" means an instrument recorded with the Utah County Recorders Office that annexes additional

property to the Community, as provided in Article III below, or to supplement this Declaration, as may be amended from time to time.

NOTES

1.35 *“Triplex Building”* means a building within the Condominium Property consisting of Condominium Common Area and three (3) separate residential living units, which are subjected to the Condominium form of ownership pursuant to the Utah Condominium Ownership Act.

1.36 *“Turnover Meeting”* means the meeting at which the Declarant turns over administrative control of the Association to the Owners pursuant to Article X of this Declaration.

1.37 *“Unit”* means a subdivided Lot or condominium unit within the Property depicted as a separately identified parcel on the Plat Map, which may be independently owned and conveyed and is zoned or otherwise intended for development, use, and occupancy as an attached or detached residence for a single family.

The term “Unit” refers to the land, if any, which is part of the Unit, as well as to any structures or other Improvements. In the case of a Triplex Building within the Condominium Property or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION**2.1 Submitted Property**

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

Declarant declares that 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.

The Property subject to this Declaration is divided into two forms of ownership, condominiums and single family detached residences. Both forms of ownership shall be administered and governed according to this Declaration, the Bylaws, and any applicable Utah law.

The maintenance and assessment responsibilities, and other rights, obligations and privileges, whether in common or unique to a specific form of ownership, are set forth in this Declaration and/or the Bylaws.

2.2 Description of Condominium Improvements.

The Condominium Improvements included in Condominium Property will be located on the property described in said Exhibit "A", and

all such Improvements are described on the appropriate Plat Map. The Condominium Property contains other Improvements of a less significant nature such as outdoor lighting and landscaping. The appropriate Plat Map indicates the structures, the number of buildings and the number of Units which are contained in the Condominium Property. There are a total of three (3) Triplex Buildings located within the Condominium Property which contain in total nine (9) Units, as shown on the appropriate Record of Survey Map and as defined herein, subject to the Declarants right to annex Additional Property within the scheme of this Declaration by Supplemental Declaration as provided in this Article III.

The Triplex Buildings are composed of the following materials: concrete footings and foundations, wood joists, asphalt shingle roofs, non-EIFS stucco, and with such other exterior trim as the Declarant may approve. Each Triplex Building shall contain three (3) Units and shall be of two-story style. All improvements shall be constructed in a style and of materials compatible with the other improvements on the Project, subject to prior Committee approval.

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ARTICLE III

EXPANSION OF COMMUNITY

3.1 Additions to 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 date of the first conveyance of fee simple title to a purchaser under this Declaration, without the necessity for consent from the Members of the Association, to bring additional property within the scheme of this Declaration as provided in this Article.

However, no such Additional Condominium Property may be annexed without the prior written consent of Eligible Holders in such existing Condominium Property at the time such Additional Condominium Property is to be added.

Additionally, the Condominium Common Area Improvements within any Additional Property shall be substantially completed prior to the closing of the first Unit in each phase of Additional Property. The undivided interest in the Condominium Common Areas shall be adjusted so that each Owner in the original Property and each Owner within the Additional Property shall have the same undivided interest in the Condominium Common Areas.

(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 this Declaration to the Additional Property. The described

property shall thereupon become part of the Community. Upon the recording of a Supplemental Declaration and Plat Map 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 initial Property. Additional Property may include single family detached residences or condominiums.

(c) General Plan of Development. Any Additional Property annexed under this Article shall conform to the general plan of development as shown on the Plat Map, but the plan shall not bind the Declarant, its successors or assigns, to make the proposed additions, or to adhere to the plan in any subsequent development of the land shown thereon.

(d) Limitation on Number of Lots. There is no limitation on the number of Lots or Units which Declarant may create or annex to the Property or the number of phases by which Additional Property is annexed to the Property, except as may be established by applicable ordinances or requirements of Lehi City. Similarly, there is no limitation on the right of Declarant to annex common property, except as may be established by Lehi City.

3.2 *Withdrawal of Property.*

(a) Prior to the Turnover Period, the Declarant may withdraw any property (excluding, however, any Common Areas conveyed to the Association by the Declarant or that are owned by the Owners of the Condominium Property) from the Property for a period of five (5) years from the date of

recording of this Declaration. Such withdrawn property shall no longer be subject to the covenants and restrictions of this Declaration except for any easements, rights, reservations, exemptions, power or privileges reserved to the Declarant pursuant to this Declaration which burdens the withdrawn property for the benefit of any property which is subject to the Declaration. Such withdrawal shall be made by recording a Supplemental Declaration among the Land Records of the County, withdrawing the effect of the covenants and restrictions of this Declaration from the withdrawn property. Such withdrawn property may be utilized by the Declarant, or any successor, assign or transferee thereof, for any lawful purpose or use.

(b) So long as any Unit is encumbered by a deed of trust or mortgage which is guaranteed by the Federal Housing Administration and/or Veterans Administration, as the case may be, no withdrawal shall be made pursuant to this Section, or otherwise, except following a determination by the Federal Housing Administration and/or Veterans Administration.

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ARTICLE IV

PROPERTY RIGHTS IN UNITS

4.1 Use and Occupancy.

Except as otherwise expressly provided in this Declaration or the Bylaws, the Owner of a Unit shall be entitled to the exclusive use and benefit of such Unit. Each Unit shall be bound by, and the Owner shall comply with, the restrictions contained in Article VIII below and all other provisions of this Declaration and the Bylaws for the mutual benefit of the Owners. Furthermore, Unit Owners shall have the right to transfer their Unit free of any right of first refusal on the conveyance of such Unit that may exist.

4.2 Right of Ingress and Egress.

Each Unit Owner shall have a right of ingress to and egress from their Unit, with such right being perpetual and appurtenant to the Unit Ownership.

4.3 Restriction on Unit Division.

All Owners are prohibited from dividing any and all Lots subject to this Declaration unless expressly permitted, in writing, by the Architectural Review Committee.

4.4 Easements Reserved.

In addition to the easements shown on the Plat Map or provided for under this Declaration, the Bylaws or law, the following easements are hereby reserved for the benefit of Declarant, its successor and assigns, 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 in or upon any Unit or any Limited Common Area for the purpose of performing maintenance referred to in Article XIII below and determining whether or not the Unit 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 Unit. The right of entry granted by the subsection applies only to Units upon which the Association has maintenance responsibilities as provided for in Article XIII or otherwise in this Declaration or any supplement thereto.

(b) Utility Easements. Declarant, its successors and assigns, the Association, or any public utility provider shall have an easement over all Lots, Areas of Common Responsibility, and Condominium Common Areas for the installation, maintenance and development of utilities and drainage facilities. The easement area and all Improvements therein shall be maintained continuously by the Owner of the Lot, or, in the case of either Areas of Common Responsibility or Condominium Common Areas, by the Association, in accordance with Article XIII below, except for those Improvements for which a public authority or utility provider is responsible.

4.4 Easements Shown on the Plat Map.

Lots and Condominium Common Areas shall be subject to the easements shown on the Plat.

ARTICLE V

PROPERTY AND USE RIGHTS IN COMMON AREA

5.1 Title to Condominium Common Area.

Each Condominium Unit Owner shall have, for each Unit owned, an equal, undivided ownership interest in and to the Common Areas as shall be set forth in any Supplemental Declaration annexing such Unit.

Any Supplemental Declaration to this Declaration which annexes Condominium Property shall also furnish the following information with respect to each Condominium Property Unit: (a) The Unit Designation; (b) The square footage of each Condominium Property Unit; and, (c) The Percentage Interest of undivided ownership interest in the Condominium Common Areas which is appurtenant to the Condominium Property Owner's Unit. With respect to Percentage Interest, to avoid a perpetual series of digits and to obtain a total of one hundred, percent (100%), the last digit has been adjusted, and rounded up or down to a value that is most nearly correct.

5.2 Title to Areas of Common Responsibility.

Title to the Areas of Common Responsibility shall be conveyed to the Association by the Declarant not later than the date the first Unit is conveyed to an Owner (other than the Declarant or a Builder) free and clear of all monetary encumbrances.

5.3 Member's Right of Enjoyment.

(a) Every Condominium Property Owner of the Association shall have a non-

exclusive right and easement for the use, benefit and enjoyment, in common with other Condominium Property Owners, in and to the Condominium Common Areas and shall also have a non-exclusive right and easement for the use, benefit and enjoyment, in common with all Members of the Association, in and to the Areas of Common Responsibility. Such nonexclusive rights and easements shall be appurtenant to and shall pass with the title to every Unit, subject to the restrictions herein set forth.

(b) Every Dwelling Lot Property Owner of the Association shall have a non-exclusive right and easement for the use, benefit and enjoyment, in common with all Members of the Association, in and to the Areas of Common Responsibility. Such nonexclusive rights and easements shall be appurtenant to and shall pass with the title to every Unit, subject to the restrictions herein set forth.

(c) Except as otherwise permitted by the provisions of this Declaration, no structure or Improvement of any kind shall be erected, placed or maintained on the Areas of Common Responsibility without prior written approval from the Board. Declarant, during the Development Period, reserves the unilateral right to erect, place and/or maintain any structures or Improvements designed exclusively for community use, shelters, benches, chairs or other seating facilities, fences and walls, walkways, playground equipment, game facilities, drainage and utility structures, grading and planting, on the Areas of Common Responsibility for the use, comfort and

enjoyment of the Members of the Association.

(d) No portion of the Common Areas may be used exclusively by any Owner or Owners for personal gardens, storage facilities or other private uses.

5.4 Nuisance.

No noxious or offensive activity shall be carried on upon the Common Areas nor shall anything be done thereon which will become an annoyance or nuisance to the Community.

5.5 Restrictions.

As set forth in Section 5.3 herein, the right of each Member of the Association to use the Common Areas shall be subject to the following:

(a) Any rule or regulation now or hereafter set forth in this Declaration and, further, shall be subject to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas;

(b) The right of the Association, in accordance with its Articles of Incorporation this Declaration and Bylaws, to borrow money for the purpose of improving the Common Area in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage any of the Common Area; however, that except no mortgage shall be effective unless two-thirds (2/3) of the Members (excluding the Declarant) of the Association consent to such mortgage of the Common Areas;

(c) The right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosure;

(d) The right of the Association to suspend the voting rights and the rights to use Areas of Common Responsibility after notice and a hearing for any period not to exceed sixty (60) days for any infraction of any of the published rules and regulations of the Association or of this Declaration as provided in Article XV below.

(e) The right of the Association to dedicate or transfer all or any part of the Areas of Common Responsibility to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the Members; and further subject to the written consent of the transferee or any relevant municipality; provided, however, that except no dedication, transfer, mortgage, or determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of the Members (excluding the Declarant) of the Association consent to such dedication, transfer, purpose and conditions. If ingress and egress to any Unit is happens to be through any Common Areas, any such conveyance or encumbrance of such Common Area shall be subject to an easement of access created in favor of such Owners; and

(f) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether

public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such license, right-of-way or easement shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Area.

(g) All of the foregoing rights specified in this section shall inure to the benefit of, and be enforceable by, the Association and the Declarant, or either of them, their respective successors and assigns, against any Member of the Association, or any other person, violating or attempting to violate any of the same, either by action at law for damages or suit in equity to enjoin a breach or violation, or enforce performance of any term, condition, provision, rule or regulation. Further, the Association and the Declarant shall each have the right to abate summarily and remove any such breach or violation by any Member at the cost and expense of such Member.

(h) The right of the Declarant to reconfigure the layout and design of the Common Area as the development plan may require.

5.6 Delegation of Right of Use.

(a) Any Condominium Property Owner of the Association may delegate its rights to the use and enjoyment of the Condominium Common Area and the Areas of Common Responsibility to family members who reside permanently with such Owner and to its tenants, contract-purchasers, invitees and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

(b) Any Dwelling Lot Property Owner of the Association may delegate its rights to the use and enjoyment of the Areas of Common Responsibility to family members who reside permanently with such Owner and to its tenants, contract-purchasers, invitees and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

5.7 Compliance with Covenants and Restrictions and Rules and Regulations.

Each Owner shall comply with the covenants and restrictions imposed by this Declaration on the use and enjoyment of the Common Areas. Further, each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as such rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas.

NOTES

ARTICLE VI

ENCROACHMENTS

6.1 No Encroachment.NOTES

No Unit shall encroach upon an adjoining Unit or the Common Areas without the express written consent of the Architectural Review Committee. If, however, an encroachment occurs due to the settlement or shifting of a Structure or any other reason whatsoever beyond the control of the Board of Directors or any Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, for the benefit of the Owner, its heirs, personal representatives and assigns, to provide for the encroachment and non disturbance of the Structure. Such easement shall remain in full force and effect so long as the encroachment shall continue.

6.2 Conveyance Subject to Easement.

The conveyance or other disposition of a Unit shall be deemed to include and convey, or be subject to, any easements arising under the provisions of this Article without specific or particular reference to such easement.

6.3 Liability.

Nothing in this section shall relieve an Owner of liability in the case of the Owner's willful misconduct or failure to adhere to the Plat Map.

ARTICLE VII

BUDGET, EXPENSES AND ASSESSMENTS

7.1 Covenant for Assessment.

As previously stated in this Declaration, both Lots and condominium Units are governed by this Declaration and all Owners are part of a single Association governed by one Board of Directors.

It is the intent of this Article VII to create an equal Base Assessment for all Members and Condominium Assessments that are exclusive to the Condominium Property interests.

It is further intended that Condominium Assessments received shall not be commingled with any of the other Association assessments. For example, reserve monies compiled for Condominium Common Areas shall not be used for or commingled with reserves set aside for the replacement of Areas of Common Responsibility and vice versa.

The Sections in this Article are intended to effectuate this concept. The Board, however, may adopt further policies and procedures to carry out this purpose.

(a) The Declarant for each Unit owned by it within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Unit to it, 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) Base assessments ("Base Assessment") as provided in Section 7.2(b) below.

(2) Condominium assessments ("Condominium Assessments") as provided in Section 7.2(c).

(3) Special assessments ("Special Assessments") as provided in Section 7.7 below.

(4) Emergency assessments ("Emergency Assessments") as provided in 7.10 below.

(5) Individual assessments ("Individual Assessments") as provided in Section 7.11 below.

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

(c) No Member may exempt itself from liability for Assessments by abandonment of any Unit owned by such Member or by the abandonment of the Member's right to the use and enjoyment of the Common Areas, as defined in Article V.

7.2 Annual Budget, Base Assessment and Condominium Assessment.

(a) Adoption of Budget.

(1) The Board of Directors shall prepare, or cause the preparation of, an annual budget for the Association, which reflects the estimated costs and requirements for the maintenance of the Areas of Common Responsibility and the Condominium Common Areas, which shall also provide, without limitation, 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.

(2) If additional Units are annexed to the Property as provided in Article III above, the Board of Directors may prepare a new budget reflecting the additional Units and re-compute any previous assessment covering any period after the closing of the first Unit in the new phase in accordance with Section 7.18 below.

(b) Determination of Base Assessment.

(1) The Base Assessment shall be comprised of the advanced estimated expenditures for the administration, management and operation of the Association as a whole and for the maintenance, repairs, replacement, operation, insurance, and for the funding of a reserve account for the Areas of Common Responsibility.

(2) The Board of Directors of the Association shall fix the amount of the Base Assessment against each Unit for each assessment period at least thirty (30) days in advance of the beginning of the period. Written notice of the Base Assessments shall be sent to all Members of the Association at least thirty (30) days in advance of the beginning of any assessment period. The assessment period shall be based on the fiscal year of the Association or as otherwise modified by the Board.

(3) The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the Base 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 Base Assessment, or any installment thereof, for that or any subsequent assessment period. In the event of such omission, the Base Assessment fixed for the preceding period shall continue until a new assessment is fixed.

(c) Determination of Condominium Assessment.

(1) The Condominium Assessment shall be comprised of the advanced estimated expenditures for the maintenance, repairs, replacement, operation, insurance, and for the funding of a reserve account for the Condominium Common Areas that are exclusive to the needs and requirements of the Condominium Property. Such Condominium Assessments shall be apportioned according to the provisions of this Article below.

(2) As with the Base Assessment above, the Board of Directors of the Association shall fix the amount of each Condominium Assessment against each respective Condominium Unit Owner for each assessment period at least thirty (30) days in advance of the beginning of the period. Written notice of the Condominium Assessments shall be sent to all Condominium Owners of the Association at least thirty (30) days in advance of the beginning of any assessment period. The assessment period shall be based on the fiscal year of the Association or as otherwise modified by the Board.

(3) The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the Condominium 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 Condominium Owner from the obligation to pay the Condominium Assessment, or any installment thereof, for that or any subsequent assessment period. In the event of such omission, the Condominium Assessment fixed for the preceding period shall continue until a new assessment is fixed.

7.3 Apportionment of Assessments.

Subject to Subsections (f) of this Section, assessments shall be apportioned as follows:

(a) Base Assessments. Subject to the following, all Units shall pay a pro rata share of the Base Assessment commencing upon the date the Units are made subject to this Declaration.

(b) Condominium Assessments.
Condominium

Assessments shall be levied exclusively against the Condominium Owners based upon Percentage Interest in the Condominium Common Area, which shall be equal.

(c) Special and Emergency Assessments. If the purpose of the Special and/or Emergency Assessment is exclusively for the benefit of the Areas of Common Responsibility, such assessments shall be levied against all Owners on a pro rata basis. However, if the Special and/or Emergency Assessment is for the purpose of defraying costs that benefit solely the Condominium Property, as determined by the Board, such assessments shall be apportioned exclusively to the Condominium Owners based upon Percentage Interest in the Condominium Common Areas.

(d) Individual Assessments. Individual Assessments shall be apportioned exclusively

against the Units benefitted or to which the expenses are attributable as provided in Section 7.11 below.

(e) Payment of Assessments. Upon resolution of the Board of Directors, installments of Base and Condominium Assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis. Any Member may prepay one or more installments of any Assessment levied by the Association, without premium or penalty.

(f) Declarant Exemption. Until the date of the Turnover Meeting, the Declarant and any Unit to which the Declarant holds record title, including any model Units, shall be exempt from any Individual Assessment under this Article or until such time as is specified in Section 7.9(a)(1)(B) below.

7.4 Lien.

The Base Assessment, Condominium Assessment, and all other Assessments imposed shall be a charge and continuing lien upon each of the Units against which the Assessment is made in accordance with the terms and provisions of this Article VII and shall be construed as a real covenant running with the land.

7.5 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 of Directors, not to exceed the maximum permitted by law, and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof, shall also

be the personal obligation of the Owner holding title to any Unit at the time when the assessment became due.

(b) The personal obligation for any delinquent Assessment, together with interest, costs and reasonable attorneys' fees, however, shall not pass to the Owner's successor or successors in title unless expressly assumed by such successor or successors.

(c) Notwithstanding any other remedies available in this Declaration, the failure to pay assessments shall not constitute a default under an insured mortgage.

7.6 Purpose of Assessments.

The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Community, and including, but not limited to:

(a) The improvement and maintenance, operation, care, services and facilities related to the use and enjoyment of the Common Areas, inclusive of the clubhouse and pool;

(b) The payment of any taxes on the Common Areas (except to the extent that proportionate shares of the public charges and assessments on the Common Areas may be levied against all Units by the tax collecting authority so that the same is payable directly by the Owners thereof, in the same manner as real property taxes are assessed or assessable against the Units);

(c) The payment of insurance premiums on the Common Areas;

(d) The costs of repair, replacement and

additions to the Common Areas and Improvements thereon;

(e) The cost of obtaining, planting and thereafter maintaining street trees or other Common Areas landscaping throughout the Community if required by Lehi City, whether or not such street trees or landscaping are located in the Common Area if required or deemed necessary by the Declarant or Board of Directors.

(f) The costs of utilities and other services which may be provided by the Association for the Community as may be approved from time to time by a majority of the Members of the Association;

(g) The cost of labor, equipment, insurance, materials, management, legal and administrative fees incurred or expended in performing the duties under this Declaration or the Bylaws;

(h) The cost of maintenance, insurance and replacement of any playground equipment, trails, or lighting;

(i) Unless otherwise dedicated to Lehi City, the cost of maintaining, insuring and replacing the roads, parks, sidewalks of the Association;

(j) The cost of funding all reserves established by the Association, including a general operating excess and a reserve for replacements in accordance with Section 7.16 below; and

(k) Any other items properly chargeable as an expense of the Association.

7.7 Special Assessments.

In addition to the Base Assessments and Condominium Assessments authorized in this Article, the Association may levy in any assessment year, a Special Assessment 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 any capital Improvement located on the Common Areas, subject to the apportionment provisions of 7.3, including fixtures and personal property related thereto. In the event that a Special Assessment is needed exclusively for Areas of Common Responsibility in excess of ten percent (10%) of the budgeted expenses of the Association for the fiscal year, such assessment shall first be approved by two-thirds (2/3) of the votes of all Members of the Association, voting in person or by proxy, at a meeting duly called for such purpose and the written consent of Declarant, until such date of the Turnover Meeting.

In the event that a Special Assessment is needed exclusively for the Condominium Common Areas in excess of ten percent (10%) of the budgeted expenses of the Condominium Property, such assessment shall first be approved by two-thirds (2/3) of the votes of the Owners of the Condominium Property, voting in person or by proxy, at a meeting duly called for such purpose and the written consent of Declarant, for so long as Declarant, until such date of the Turnover Meeting.

7.8 Notice and Quorum for any Action Authorized Under Section 7.7 and 7.10.

(a) Areas of Common Responsibility. Written notice of any meetings of Members of

the Association called for the purpose of taking any action authorized under Sections 7.7 and 7.10 of this Article shall be sent to all Members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence at the meeting of Members or of proxies, entitled to cast fifty-one percent (51%) of all the votes of the Members, other than the Declarant, entitled to be cast at such a meeting shall be necessary and sufficient to constitute a quorum.

(b) Condominium Common Area. In the event that a Special Assessment is needed exclusively for the Condominium Common Areas, the requirements outlined in Section 7.8(a) above shall only be applicable to the Owners of the Condominium Property, so that the attendance and vote of all Members are not necessary when the property requiring the Special Assessment is not an Area of Common Responsibility.

(c) If the required quorum is not present at any meeting referenced above, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7.9 Commencement and Due Date of Assessments.

(a) Commencement of Assessments. All Units subject to this Declaration shall be subject to the Assessments as provided in this Article VII.

(1) Subject to Subsection (c) of this

Section, the full Base Assessment, Condominium Assessment or Emergency Assessment as to any Unit shall commence on the earlier of:

(A) The date the Unit is conveyed to any person or entity other than the Declarant or a Builder; or

(B) Such time as the Declarant retains a Unit to be used for any personal purposes other than for sale to an individual purchaser or as a model Unit.

(b) Dues Dates.

(1) The Base Assessments and Condominium Assessments shall be due and payable on a monthly basis on the first (1st) calendar day of each month, unless otherwise provided by resolution of the Board of Directors, and shall be delinquent if not paid within ten (10) days after the due date.

(2) The due date of any Special Assessment, Emergency Assessment or other Assessment shall be fixed in the resolution authorizing the Assessment.

(c) Commencement of Assessment for Replacement Reserves.

(1) The portion of the Base Assessments, Condominium Assessments or Individual Assessments allocated for major maintenance and replacement reserves as described in Section 7.16 below shall commence to accrue upon the closing of the sale of the first Unit in the Community for which the reserve is established, subject to the other provisions of this Declaration.

(2) After the date a Use and Occupancy Permit is issued by the proper authorities of the Lehi City, Utah, for any Unit owned by the Declarant or a Builder, the Declarant or Builder may elect to defer payment to the Association of that portion of the Base Assessment, Condominium Assessment or any Emergency Assessment attributable to reserves or any Individual Assessment for the particular Unit until the closing of the sale of the Unit. However, the Declarant or any Builder may not defer payment of accrued assessments for reserves beyond the Turnover Meeting or if the Turnover Meeting is not held, the date the Owners assume administrative control of the Association. The deferral shall not apply to the obligation of the Declarant or a Builder to pay assessments as specified under Section 7.3 above.

(3) Declarant and any Builder shall deposit the balance due the Association within thirty (30) days after the date due specified in paragraph (2) of this subsection.

7.10 Emergency Assessments.

(a) If the Base Assessments and/or Condominium Assessments levied at any time are, or will become, inadequate to meet all expenses incurred under this Declaration for any reason, including nonpayment of any Owner's Assessments on a current basis, the Board of Directors 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"), as previously outlined in this Article VII. The resolution shall specify the reason for the Emergency Assessment.

(b) Any Emergency Assessment in the aggregate in any fiscal year that would exceed an amount equal to ten percent (10%) of the budgeted expenses of the Association for the fiscal year may be levied only if approved by not less than a majority of the members other than the Declarant, voting in person or by proxy, at a meeting duly called for such purpose and, until the date of the Turnover Meeting, the written consent of Declarant.

In the event that an Emergency Assessment is needed exclusively for the benefit of the Condominium Property, the requirements outlined in Section 7.10(a) above shall only be applicable to the Owners of the Condominium Property so that the attendance and vote of all Members are not necessary when the issue(s) requiring the Emergency Assessment is not of an Association wide concern.

(c) Emergency Assessments shall be apportioned as provided in Section 7.3 above.

7.11 Individual Assessments.

(a) Any expenses benefitting or attributable to fewer than all of the Units may be assessed exclusively against the Units affected or benefitted ("Individual Assessment"). Individual Assessments shall include, but are not limited to:

(1) Assessments levied against any Unit to reimburse the Association for costs incurred in bringing the Unit 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 Owners and the Association in general.

7.12 Nonpayment of Assessments.

Any assessment or portion thereof not paid within ten (10) days after the first (1st) calendar day of month due:

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

(b) Shall be subject to a late charge of Fifty Dollars (\$50.00) per month until paid, or ten percent (10%) of the assessment, whichever is greater (which amounts may be changed from time to time by resolution of the Board of Directors);

(c) The Association may bring an action at law against the Owner personally obligated to pay the Assessments, or foreclose the lien against the property in the same manner as foreclosures in mortgages or any manner permitted by law, including non-judicial foreclosure as with a deed of trust.

(d) If paid by installments, Assessments may, in the discretion of the Board, be accelerated (including interest as provided for above) and the entire balance declared due and payable upon not less than ten (10) days written notice to the Owner.

7.13 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 Unit subject to Assessments, except as provided in subsection (b) of this Section.

(b) The sale or transfer of any Unit pursuant to a 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 Unit from liability for any Assessments thereafter becoming due, nor from the lien of any future Assessment.

7.14 Enforcement of Lien.

The Association may establish and enforce the lien for any Assessments, including Base, Condominium, Special, Individual (including fines) or otherwise, pursuant to the provisions of this Declaration. The lien is imposed upon the Unit 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 for breach of any provisions of this Declaration, the Bylaws or any rules and regulations of the Association.

7.15 Exempt Property.

The Areas of Common Responsibility and all Units owned by the Association or dedicated to and accepted by a public authority shall be exempt from the Assessments created under this Declaration.

7.16 Reserve Funds.

(a) As part of the budgeting process, the Association shall establish and maintain

adequate reserve funds for repairs and replacements of the Common Areas by the allocation and payment monthly to such reserve fund in an amount to be designated from time to time by the Board of Directors and as required by Section 7.2 above. The reserve fund may be deemed to be a common expense of the Association or a common expense of the Condominium Property and shall be reflected as part of the Association or Condominium Assessment. Such funds shall be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America, but at no time shall funds collected independently from the Condominium Owners be commingled with other general funds of the Association, as such funds are reserved for different purposes, consistent with this Article VII. Notwithstanding any other provisions of this section, the Association shall only budget reserves for those improvements that have actually been constructed and not for any improvements that are only anticipated to be constructed.

(b) The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate.

(c) The proportional interest of any Member of the Association in any reserve fund established under this section shall be considered an appurtenance of such Owner's Unit and shall not be separated from the Unit to which it appertains and shall be deemed to be transferred with the Unit.

7.17 Initial Capital Contribution.

(a) An initial capital contribution fund shall be established by the Declarant for the initial months of the project operations, which amount shall be equal to at least two (2) months' estimated Areas of Common Responsibility and/or Condominium Common Area charge for each Unit actually constructed.

(b) At settlement for each Unit, an amount equal to two (2) months of the current monthly Assessment amount for that type of Unit shall be paid from each prospective Member of the Association (other than the Declarant or a Builder), for the purpose of start-up expenses and operating contingencies. Such amount shall be in addition to any pro rata share of Assessments due and adjusted at settlement. Such amounts collected shall be applied in the following order of priority: 1) to cover the cost of start-up expenses of the Association; 2) to the repayment and reimbursement of the Declarant equal to the initial capital contribution made pursuant to sub-section (a) above; and, 3) to the general operations account as an operating contingency.

7.18 Annexation of Additional Property.

(a) When Additional Properties are annexed to the Community as provided in Article III above, the Units shall become subject to Assessment from the date of the annexation, subject to the other provisions of this Declaration. Subject to Section 7.3(d), all newly annexed Units shall pay Assessments in the amount then being paid by other Units.

(b) The Board of Directors, at its option, may elect to re-compute the budget based upon the additional Units subject to Assessment and re-compute Annual Assessments of all Units,

including the new Units, for the balance of the fiscal year.

7.19 Certificate of Assessment.

The Association shall, upon demand at any time, furnish to any Owner liable for Assessment a certificate in writing signed by an officer of the Association setting forth whether Assessments has been paid. The certificate shall be conclusive evidence of payment of any Assessment therein stated as having been paid. A reasonable charge, determined by resolution of the Board, may be levied in advance by the Association for each certificate so delivered.

NOTES

ARTICLE VIII

ARCHITECTURAL CONTROL PROVISIONS

8.1 Detached Homes on Lots.

Excluding the Condominium Property, not more than one (1) Detached Home may be located on any Lot.

8.2 Improvements.

(a) Completion of Improvements. Unless extended by the Board of Directors, construction of all Improvements, including painting and all exterior finish, shall be completed within twelve (12) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, the periods specified in this section may be extended for a reasonable length of time upon written approval from the Board of Directors of the Association.

The building areas shall be kept reasonably clean and in workmanlike order during the construction period. All construction activities shall conform to city ordinance or regulation.

(b) Landscaping of the Dwelling Lot Property. The area within the front of a Detached Home shall be kept only for ornamental or decorative planting of grass, trees, shrubbery or rock landscaping materials. All front, rear, side, and back yards of a Lot must be landscaped within six (6) months after the Detached Home is occupied; however, the Board may grant a limited variance due to

seasonality. Landscaping for the Dwelling Lot Property includes maintenance of a green area between the curb and sidewalk.

(c) Carports. Carports are not permitted.

(d) No Temporary or Prefab Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained within the Property, with the exception of those temporary structures permitted pursuant to Section 8.3 below. No prefabricated housing may be installed or maintained within the Property.

8.3 Temporary Structures.

(a) Subject to subsection (b) below, except with the consent of the Board of Directors, no structure of a temporary character, trailer, recreational vehicle, tent, shack, garage, barn or other outbuilding shall be used on within the Property at any time as a residence, either temporarily or permanently.

(b) Declarant may place or erect temporary or portable structures to be used for the purpose of establishing a sales office within the Property. Furthermore, Builders may place or erect temporary or portable sheds for storage in connection with construction, so long as such sheds are maintained in a good condition and removed no later than the date of completion of construction.

NOTES

ARTICLE IX

RESTRICTIONS ON USE

9.1 Restrictions and Requirements.

The following restrictions and requirements are in addition to all other restrictions and requirements contained in this Declaration and the Bylaws:

(a) Residential Use. Units shall be used for residential purposes in accordance with, and subject to, the other provisions of this Declaration and the Bylaws and rules and regulations adopted pursuant thereto. Except as provided in this subsection, no trade, craft, business, profession, commercial or similar activities of any kind shall be conducted on or within any Unit or in any other portion of the Community without the written consent of the Board of Directors pursuant to rules and regulations adopted under Section 9.2 below. Nothing in this Section shall be construed so as to prevent or prohibit:

(1) Activities relating to the rental or sale of Units;

(2) An Owner from maintaining his or her professional personal library; keeping his or her personal business or professional records or accounts; handling his or her personal business or professional telephone calls; or conferring with business or professional associates, clients, or customers, on or in such Owner's Unit; or

(3) The right of Declarant, its successors and assigns or any contractor or homebuilder to construct a Unit on any Unit

and to store construction materials and equipment on such Units in the normal course of construction in accordance with the other provisions of this Declaration.

(b) Drainage System. There shall be no interference with the established drainage patterns or systems over or through any Lots or Common Areas so as to affect any other Unit or Common Areas or any real property outside the Property unless adequate alternative provision is made for proper drainage and is approved by the ARC as required under Article XII below. The term "established drainage" shall mean the drainage swales, conduits, inlets and outlets designed and constructed for the Property.

(c) Offensive Activities. No noxious, offensive or unsightly conditions, including, but not limited to, the placement or storage of car parts and appliances, or other noxious or offensive activities shall be permitted on or in any Unit or other portion of the Property, nor shall anything be done in or placed upon or within any Unit which interferes with or jeopardizes the enjoyment of other Units or the Common Areas or which is a source of annoyance to other residents.

(d) Unlawful Activities. No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(e) Animals.

(1) No animals, livestock, or poultry of any kind may be raised, bred, kept or permitted on or within any Unit, except dogs, cats, or other household pets provided that they are not kept, bred, or maintained for any commercial purpose or in any unreasonable numbers. The Owner of any dog or cat must keep such dog or cat on a leash or keep it confined and no cat or dog shall be allowed to run free in the Community.

(2) Those animals which are permitted shall not cause any noise or disturbance that would be deemed a nuisance to other Owners or residents within the Property. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective Owners thereof and Owners shall be responsible for removal of wastes of their animals from all portions of the Property.

(3) An Owner may be required to remove a pet upon receipt of a written notice from the Board of Directors given pursuant to a resolution relating to rules and regulations governing pets within the Community and enforcement of such rules and regulations and provisions of this subsection.

(f) Rubbish and Trash. No part of the Property may be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash, or other waste may be kept or maintained on any part of the Property except in a sanitary container as specified by the Association or within a trash enclosure screened from public view. All such waste and garbage must be promptly and periodically removed.

(g) Vehicles in Disrepair.

(1) No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any part of the Property unless such vehicle is within a garage. A vehicle shall be deemed in an "extreme state of disrepair" when the Board of Directors reasonably determines that its presence offends the occupants of the other Units.

(2) If an Owner fails to remove a vehicle deemed to be in an extreme state of disrepair within seventy-two (72) hours after the date and time on which written notice is securely placed on such vehicle or delivered to the responsible Owner by the Board of Directors, the Board may have such vehicle removed from the Property and assess the Owner the expense of such removal and any storage necessitated thereby.

(h) Fences and Hedges. No fences or boundary hedges shall be installed by an Owner without the prior written approval of the Architectural Review Committee in accordance with Article XII below. The Architectural Review Committee, with the approval of the Board of Directors, may establish a common fencing and hedge standard to be applied to all Units. Fencing materials and/or color will be permitted only if prior written approval from the Architectural Review Committee is first obtained.

(i) Parking of Automobiles and Other Vehicles.

(1) Except as otherwise provided in this subsection, the parking of boats, trailers, commercial vehicles, motorcycles, commercial trucks, truck campers, motor homes, golf carts and like vehicles and equipment, and the parking of automobiles shall be allowed only within the confines of a garage or behind ARC

approved fencing that provides for the proper screening of such parked vehicles, unless prior written approval has been given by the Board of Directors otherwise. No portion of such vehicle, equipment or automobile may project beyond the enclosed garage or fencing area. All other parking of such automobiles, vehicles and equipment shall be prohibited. As used in this subsection, "automobile" means a small truck or car, sports utility vehicle, van and other similar passenger vehicles.

(2) No overnight parking is permitted on any private street within Thanksgiving Meadows and as further defined by resolution of the Board.

(3) The Board of Directors shall adopt rules pursuant to Section 9.2 below to govern the enforcement of this subsection which rules may include assessing an Owner the expense of removing any automobile, vehicle or equipment parked in violation of this subsection and the cost of any storage thereof.

(j) Clothes Lines and Clothing Materials. No clothes lines, clothes racks, or other apparatus on which clothes, rags, or similar items are exposed for the purpose of drying or airing shall be located on the Property except within a Unit, unless in an area screened from public view. No garments, rugs, rags, laundry, or other clothing or materials shall be allowed to hang from the windows or from any of the facades or any other part of a Unit unless in an area screened from public view.

(k) Yard Areas. No items of any kind may be stored in front yard areas or other areas of Units so as to be visible from public view. In order to preserve the attractive appearance of the Property, the Board of Directors, pursuant

to rules and regulations adopted under Section 8.2 below, may regulate the nature of items which may be placed in front yard areas and others areas of Units so as to be visible from public view.

(l) Signs. Unless written approval is first obtained from the Board of Directors, no advertisement or poster of any kind may be posted in or upon the Properties except:

(1) Not more than one (1) "For Sale" or "For Rent" sign, not exceeding twenty-four (24) inches in height and thirty-six (36) inches long, may be temporarily placed on a Unit by the Owner, resident or a licensed real estate agent;

(2) "Political" signs may be temporarily placed on a Unit by the Owner or occupant of the Unit; and

(3) Signs may be placed on the Property by Declarant pursuant to Section 10.2 below.

(m) Antennas and Service Facilities. Exterior antennas and satellite dishes shall not be permitted to be placed upon the exterior of the front or sides of any structure, except as permitted by the Board of Directors.

(n) Noise Disturbance. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, or amplifiers and may not disturb other residents.

(o) Leasing and Rental of Units. Other than provided in this subsection, there is no restriction on the right of an Owner to lease or rent such Owner's Unit.

(1) No Owner shall lease or rent less than his or her entire Unit and no Owner shall rent such Owner's Unit for transient or hotel purposes, or for a period of less than six (6) consecutive months.

(2) All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Bylaws and rules and regulations adopted by the Association, and that any failure by the lessee or tenant to comply with the terms of such documents shall be considered a default under the lease. The Owner shall provide the lessee or tenant a copy of this Declaration, the Bylaws, including any relevant amendments to such documents, and all rules and regulations adopted by the Association.

(3) Upon the commencement of the lease period, the Owner shall provide the Association written notice of such lease and that the lessee or tenant has been provided with copies by the Owner of this Declaration, the Bylaws, any relevant amendments thereto, and all rules and regulation adopted by Association. If the Owner shall fail to provide the tenant with copies of the documents specified herein, the Association shall provide such documents to the lessee or tenant and charge the copy expenses to the Owner as part of the Owner's Assessments.

(4) If the Board of Directors finds that a lessee or tenant has violated any provisions of this Declaration, the Bylaws or the rules and regulations, the Board of Directors may require that the Owner terminate such lease or rental agreement.

(p) Increase in Insurance Cost. Nothing shall be done or kept within any Unit or the Common Property which will increase the cost of insurance to the Association or to other Owners. No Owner shall permit anything to be done or kept within his or her Unit or in the Common Property which will result in cancellation of insurance on any Unit or any part of the Common Property.

9.2 Association Rules and Regulations/Fines.

In addition to the restrictions and requirements in Section 9.1 above, the Board of Directors from time to time may, by resolution, adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of the Units, and Common Property as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. In addition, the Board of Directors may levy reasonable fines attributable to the violation of said rules.

NOTES

ARTICLE X

DECLARANT RIGHTS AND CONTROL**10.1 Administrative Control of Association.**

Declarant shall assume full administrative control of the Association through an appointed interim Board of Directors, which shall serve until the Turnover Meeting. The Turnover Meeting shall be held not later than the earlier of the following:

- (a) The last date of a seven (7) year period following the date of the first conveyance to a Unit purchaser; or
- (b) One-hundred and twenty (120) days after the date on which the Declarant having conveyed to Unit purchasers seventy-five percent (75%) of the total number of Units to be developed upon the Property or any Additional Property pursuant to Article III above. Any conveyance to a Builder shall not count toward the seventy-five percent (75%) threshold as stated in this provision, unless such Unit is conveyed to the Builder for purpose of Builder's personal residence.

The foregoing requirements shall not affect the Declarant's right to exercise the votes allocated to Units which it owns. Furthermore, Declarant may elect to relinquish control of the Association at an earlier time by written notice to Owners and the Turnover Meeting shall be held within ninety (90) days of such notice.

10.2 Other Rights.

In addition to any other rights under this Declaration or the Bylaws, until the date of the Turnover Meeting, Declarant:

(a) Sales Office and Model. Shall have the right to maintain sales offices and models on one or more of the Units which Declarant owns. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales offices and models during reasonable hours any day of the week. Furthermore, Declarant shall have the right to assign such rights to Builders within the Property.

(b) "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. Again, Declarant may assign such rights to Builders within the Property.

(c) Approval of Amendments. Until the date of the Turnover Meeting, consistent with Section 17.1(b), Declarant shall have the right to approve all amendments to the Declaration or Bylaws of the Association proposed by the Members.

(d) Right to Add Property/Adjust Percentage Ownership Interest. Declarant reserves the right to unilaterally annex Additional Property to the Property in its sole discretion, and, as necessary, adjust the undivided ownership interest of Condominium Property Owners in the Condominium Common Areas.

10.3 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 Map 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 Unit lines of each Unit shown on the Plat Map.

(b) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Property and the Units 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 Unit, 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 effect 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 Unit in any easement area set forth in this Declaration or as shown on the Plat Map.

(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 Map. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Unit or Units in the Community except as set forth in this Declaration, or as laid down and shown on the Plat Map, without the prior written approval of the Architectural 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 Unit and grade 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.

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(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 Units 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 Units by Owners.

ARTICLE XI
ASSOCIATION

11.1 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). The name of the Association is "Thanksgiving Meadows Homeowners Association Inc."

(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 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.

If however, for what ever reason, the Association itself is dissolved (not merely becoming unincorporated), all of the Association's assets at the time of dissolution shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purpose.

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

11.2 Membership; Board of Directors.

Each Owner during the entire period of Owner's ownership of one or more Units within the Community shall be a Member of the Association. The membership shall commence, exist and continue by simple 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. Such membership is appurtenant to, and inseparable from, ownership of a Unit.

11.3 Voting Rights.

Voting rights within the Association shall be allocated as follows:

(a) Units. Subject to any rights granted to Declarant during the period of Declarant control as expressed in Article X above, each Owner, including Declarant, shall have one (1) vote in matters of the Association for each Unit owned as set forth in the Bylaws.

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

11.4 Powers, Duties and Obligations.

The Association shall have such powers and duties as may be granted to it or imposed by this Declaration, the Articles of Incorporation, the Bylaws and any applicable statute, as such statute may be amended to expand the scope of

Association powers.

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11.5 Adoption of Bylaws, Appointment of Interim Board of Directors.

The Association has adopted Bylaws for the Association which are being recorded simultaneously with this Declaration. Declarant has appointed an interim Board of Directors of the Association, which directors shall serve until their successors have been elected at the Turnover Meeting as provided in Article X above.

ARTICLE XII

ARCHITECTURAL REVIEW COMMITTEE

12.1 Architectural Review.

(a) Unless delegated to a separate body of Unit Owners, the Board of Directors shall serve as the Architectural Review Committee ("ARC").

(b) Other than Improvements by Declarant, no Improvement shall be commenced, erected, placed or altered on any Unit 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 ARC 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) In all cases in which approval of the ARC is required by this Declaration or the Bylaws, the provisions of this article shall apply.

12.2 Membership, Appointment and Removal.

The initial Architectural Review Committee shall be comprised of the Declarant or any persons or entities appointed by the Declarant as it determines. After the Turnover Meeting described in Article X above, or at an earlier date if Declarant so elects, the Board of Directors shall function as the ARC and their terms as an ARC member shall be for as long as their Board of Director term. However, the

Board of Directors may elect to delegate the ARC 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 ARC, appointed by the Board, shall be for one (1) year unless lengthened or shortened by the Board of Directors at the time of appointment. The Board may appoint any or all of its members for the ARC and there shall be no requirement for non-Board members to serve on the ARC.

12.3 Architectural Standards and Guidelines.

(a) Adoption. The procedure and specific requirements for review and approval of an application required under Section 12.1 above shall be set forth in design guidelines and standards ("Architectural Standards and Guidelines") adopted from time to time by resolution of the Board of Directors at its sole discretion.

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

12.4 Majority Action.

A majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining member or members of the ARC. All decisions rendered by the ARC must be by written instrument setting forth the action taken by the members consenting thereto.

12.5 Duties.

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

12.6 ARC Decision.

The ARC 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 ARC 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 approved.

12.7 ARC Discretion.

The ARC may, at its sole discretion, withhold approval of any proposal if the ARC finds the proposal would be inappropriate for the particular Unit or incompatible with the Architectural Standards and Guidelines. Considerations such as siting, shape, size, color, design, height, solar access or other effects on the enjoyment of other Units or Common Area, and any other factors which the ARC reasonably believe to be relevant, may be taken into consideration by the ARC in

determining whether or not to approve any proposal.

12.8 Nonwaiver, Precedent and Estoppel.

Approval or disapproval by the ARC 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.

12.9 Appeal.

(a) After the Turnover Meeting, or any earlier date that Declarant may designate by written notice to the Association, any Owner adversely impacted by action of the ARC may appeal such action to the Board of Directors. If, however, the ARC's duties are being carried out by the Board of Directors, then no such right to appeal shall exist.

(b) Appeals shall be made in writing within ten (10) days of the ARC's action and shall contain specific objections or mitigating circumstances justifying the appeal. A final, conclusive decision shall be made by the Board of Directors within twenty (20) days after receipt of such appeal. The determination of the Board shall be final.

12.10 Effective Period of Consent.

The ARC'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 ARC.

12.11 Determination and Notice of Compliance.

(a) Inspection. The ARC 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 ARC finds that the work was not performed in substantial conformation with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC 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.

12.12 Noncompliance.

(a) Notice of Hearing. If after receipt of a notice of noncompliance pursuant to Section 12.11 above, the Owner fails to diligently commence to remedy such noncompliance in accordance with the provisions of the notice of noncompliance, at the expiration of the third (3rd) day from the date of such receipt of notice, the ARC shall provide notice of a hearing to consider the Owner's continuing noncompliance. The hearing shall be set not less than seven (7) or more than thirty (30) days from receipt of the notice of noncompliance.

(b) Hearing. At the hearing, if the ARC finds that there is no valid reason for the continuing noncompliance, the ARC shall determine the estimated costs of correcting it and may fine the Owner for such noncompliance. After such determination, the ARC shall require the Owner to remedy or

remove the same within a period the ARC determines reasonable.

(c) Continued Noncompliance. If the Owner does not comply with the ARC's ruling within the specified period or within any extension of such period as the ARC, at its discretion, may grant, the ARC may either remove the non-complying Improvement or otherwise remedy the noncompliance. The cost of any such action shall be assessed against the Owner either before or after any remedied action as provided in Article VI of the Bylaws.

12.13 Liability.

Neither the Board of Directors, ARC 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 ARC 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 ARC 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.

12.14 Estoppel Certificate.

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

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

(2) 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 ARC, the Association and all Owners and such persons deriving any interest through any of them.

12.15 Fees.

With the exception of the Declarant and Builders, there shall be an application fee in the amount of \$250.00 for any new construction upon a Unit. As determined solely by the Board, there may also be a an application fee for all other Improvements other than the construction of new Units, in an amount to be determined by the Board. In addition to any fees set forth herein, the ARC may charge a reasonable application fee and charge applicants additional costs incurred or expected to be incurred by the ARC to retain architects, attorneys, engineers, landscape architects and other consultants to advise the ARC concerning any aspect of the application or compliance with any appropriate architectural criteria or standards. Such fee shall schedule shall be adopted by Board resolution and shall be collectible as Assessments pursuant to this Declaration and the Bylaws. All fees authorized by this

provision shall be used to cover any actual costs associated with the purposes herein and any portion of the fees that are not used for actual costs shall be retained exclusively for Association purposes and may be deposited in either the Association's general or reserve funds. At no time shall any left over fees go to any other purposes, including, but not limited to, retention by any manager or management company of the Association.

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ARTICLE XIII

ASSOCIATION AND OWNER MAINTENANCE OBLIGATIONS

13.1 Common Area.

The Association shall improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore and maintain the Common Areas, including, without limitation, snow removal from the private streets and sidewalks for all of the Condominium Property. The Association shall be responsible for the cost of all pressurized irrigation water to the Common Areas and Limited Common Areas within the Community.

13.2 Dwelling Lot Property Units.

(a) Owner's Responsibility. All maintenance of the Dwelling Lot Property Units and all structures, landscaping and areas from the curb line to the rear property line, and all other Improvements thereon, shall be the sole responsibility of the Owner thereof, who shall maintain such Unit in accordance with the Community Wide Standards of the Association, said Standard to be adopted by the Board of Directors, by and through the ARC, as deemed necessary.

(b) Maintenance by Association. The Board of Directors may assume the maintenance responsibility over a Dwelling Lot Property Unit if, in the opinion of the Board of Directors, the Owner is unwilling or unable to adequately provide such maintenance. Before assuming such maintenance responsibility, the Board shall give notice to the Owner of its intention to do so, and if such Owner has not commenced and diligently pursued remedial action within ten (10) days after mailing of such written notice,

then the Association may proceed to maintain the Unit. The expenses of such maintenance incurred by the Association shall be reimbursed to the Association by the Owner. Such expenses shall be levied and collected in the same manner as Assessments pursuant to this Declaration and the Bylaws.

13.3 Condominium Units.

(a) Condominium Unit Defined. For purposes of this Article XIII, Section 13.3, "Condominium Unit" shall mean and refer to one of the residential living units in the Condominium Property intended for independent use as defined in the Act, together with the undivided interest in and to the Condominium Common Areas and Facilities appertaining to such Condominium Unit as shown on the relevant Plat Map, and shall include anything located within or without said Condominium Unit designated and designed to serve only that Condominium Unit, such as a garage, appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, but specifically excluding the exterior walls, exterior surfaces and structural components of any Triplex Building in which a Condominium Unit is located and/or exterior wall of a Condominium Unit, interior common or party walls, floor joists, foundations and roofs.

Fixtures and the like shall also be considered part of the Condominium Unit, as shall all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim consisting of, among other things and

as appropriate, wallpaper, paint, flooring, carpeting and tile.

All pipes, wires, conduits, or other public utility lines or installation constituting part of a particular Condominium Unit or serving only that Condominium Unit, and any structural members of any other property of any kind, including fixtures and appliances within any Condominium Unit which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the Triplex Building within which the Condominium Unit is situated, shall be considered part of the Condominium Unit.

(b) Limited Common Area Defined.

For purposes of this Article XIII, Section 13.3, "Limited Common Areas and Facilities" or "Limited Common Areas" shall mean and refer to those Condominium Common Areas designated in this Declaration, the Act or shown on the Plat Map as reserved for the exclusive use of a certain Condominium Unit or Units to the exclusion of other Condominium Units.

(c) Owner's Responsibility. Each Owner shall at their own cost and expense maintain, repair, paint, re-paint, tile, paper or otherwise finish and decorate the interior walls and trim the interior surfaces of the walls, ceilings, floors, and windows and doors forming the boundaries of their Condominium Unit and all walls, ceilings, floors, windows and doors within such boundaries.

In addition to decorating and keeping the interior of his Condominium Unit in good repair and in a clean and sanitary condition, they shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, refrigerator,

dishwasher, disposal equipment, range, or other appliances or fixtures that may be in, or connected with their Condominium Unit. This also includes the duty to maintain, repair and replace any structural alteration approved by the Board of Directors.

Furthermore, each Owner shall keep the Limited Common Areas, if any, designed for use in connection with their Condominium Unit in a clean, sanitary and attractive condition at all times notwithstanding the duty and obligation of the Association to maintain and repair Common and Limited Common Areas pursuant to the provisions of this Article XIII.

(d) Maintenance by Association. The Association shall provide maintenance to the Condominium Common Areas, including without limitation, each Triplex Building which is subject to Assessment under this Declaration, as follows: paint, repair, replacement and care of roof, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior Improvements. In the event that the need for maintenance or repair of a Triplex Building, Condominium Common Areas, or the Improvements thereon is caused by the willful or negligent acts of the family, guests, invitees or Lessees of a Member of the Association, the cost of such maintenance and repair shall be added to and become part of the Assessments against such Member.

13.4 Party Walls.

Each wall which is built as a part of the original construction of the Condominium Units upon the Condominium Property and placed on the dividing line between Condominium Units shall constitute a party wall, and the general rules of law regarding party walls and liability

for property damage due to negligence or willful acts or omissions shall apply thereto. In regard to repair and maintenance, the cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion of such use; provided, however, this provision shall not prejudice the right of an Owner to call for a larger contribution from another Owner under any rule of law regarding liability for negligent or willful acts or omissions.

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ARTICLE XIV

*COMPLIANCE AND ENFORCEMENT***14.1 Compliance.**

Each Owner, tenant or occupant of a Unit shall comply with the provisions of this Declaration, the Bylaws 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.

14.2 Remedies.

Violation of any provisions of this Declaration, the Bylaws, or any rules or regulations adopted pursuant thereto, or of any decision of the Association made pursuant to such documents, shall give the Board of Directors acting on behalf of the Association, the right, in addition to any other rights set forth in this Declaration or the Bylaws, or under law, to do, any or all of the following after giving notice and an opportunity to be heard:

- (a) Subject to Article XII above, to enter the Unit which or 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 Directors 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;
- (b) To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;
- (c) To levy reasonable fines pursuant to a schedule of fines adopted by resolution of the

Board of Directors a copy of which has been delivered to each Owner, mailed to the mailing address of Unit or mailed to the mailing address designated by the Owner in writing to the Association;

- (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 for any period not to exceed sixty (60) days for any infraction of any of the published rules and regulations of the Association or of this Declaration.
- (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.

14.3 Action by Owners.

Subject to any limitation imposed under this Declaration, the Bylaws 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.

14.4 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.

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14.5 Notification of First Mortgagee.

The Board of Directors shall notify in writing any first Mortgagee of any individual Unit of any default in performance of the terms of this Declaration by the Unit Owner which is not cured within sixty (60) days provided such Mortgagee has requested in writing to be so notified.

*ARTICLE XV**INSURANCE***15.1 Types of Insurance Maintained by the Association.**

As part of the budgeting process as specified in Sections 7.2(b) & (c) above, the Association shall obtain the following types of insurance:

- (a) Insurance on all insurable Improvements on the Common Areas against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief in an amount sufficient to cover the full replacement cost of such Improvements in the event of damage or destruction;
- (b) A public liability insurance policy covering the Association, its officers, directors and managing agents, having at least a Five Hundred Thousand Dollar (\$500,000.00) limit per total claims that arise from the same occurrence, including but not limited to liability insurance for the recreational facilities located in the Community, or in an amount not less than the minimum amount required by applicable law, ordinance or regulation;
- (c) Workers' compensation insurance, if and to the extent required by law; and
- (d) Fidelity bond or bonds covering all Directors, officers, employees and other persons handling or responsible for the funds of the Association, in such amounts as the Board of Directors deems appropriate.

15.2 Premiums for Insurance Maintained by Association.

Premiums for all insurance and bonds required to be carried under Section 16.1 hereof or otherwise obtained by the Association on the Common Areas shall be an expense of the Association, and shall be included in the Base Assessments and/or Condominium Assessments as provided for in Article VII of this Declaration. Premiums on any fidelity bond maintained by a third party manager shall not be an expense of the Association. Said Assessment, however, shall take into consideration the insurance needs for any Property within the Association and shall be calculated accordingly.

15.3 Damage and Destruction of Common Area.

(a) Immediately after any damage or destruction by fire or other casualty to all or any part of the insurable Improvements on the Common Areas, the Board of Directors, or its agent, shall proceed with the filing and adjustment of all claims arising under the fire and extended coverage insurance maintained by the Association and obtain reliable estimates of the cost of repair or reconstruction of the damaged or destroyed Improvements. Repair or reconstruction means repairing or restoring the Improvements to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to insurable Improvements on the Areas of Common Responsibility shall be repaired or reconstructed unless at least seventy-five

percent (75%) of the Members present at a meeting of the membership held within ninety (90) days after the casualty shall decide not to repair or reconstruct.

In the event that any damage or destruction to insurable Improvements occur exclusively to the Condominium Common Areas, such damage or destruction shall be repaired unless at least seventy-five percent (75%) of the Owners of the Condominium Property at a meeting held for such purpose within ninety (90) days after the casualty, shall decide not to repair or reconstruct.

(c) If, in accordance with Subsection (b) of this Section, the Improvements are not to be repaired or reconstructed and no alternative Improvements are authorized by the Members, then and in that event the damaged Common Area shall be restored as closely as possible to its natural state and maintained as an undeveloped portion of the Common Areas by the Association in a neat and attractive condition. In such event, any excess insurance proceeds shall be paid over to the Association for the benefit of the Property, which proceeds may be used and/or distributed as determined by the Board of Directors, consistent with paragraph (b) above, or as otherwise provided in the Articles of Incorporation and/or the Bylaws of the Association.

15.4 Repair and Reconstruction of Common Area.

If any Improvements on the Common Area are damaged or destroyed, and the proceeds of insurance received by the Association are not sufficient to pay in full the cost of the repair and reconstruction of the Improvements, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special

Assessment against all relevant Owners as allocated in Section 15.3 above, in order to cover the deficiency in the manner provided in Article VII hereof. If the proceeds of insurance exceed the cost of repair, such excess shall be retained by the Association and used for such purposes as the Board of Directors shall determine, consistent with paragraph (b) above.

15.5 Hazard Insurance on Improved Dwelling Lot Property Units.

Each Owner of an improved Dwelling Lot Property Unit shall at all times maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance, in an amount equal to and not less than one hundred percent (100%) of the current replacement value of the Improvements on such Dwelling Lot Property Unit.

15.6 Obligation of a Dwelling Lot Property Unit Owner to Repair and Restore.

In the event of any damage or destruction of the Improvements on a Dwelling Lot Property Unit, the insurance proceeds from any insurance policy on an improved Dwelling Lot Property Unit, unless retained by a Mortgagee of a Dwelling Lot Property Unit, 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 Declarant or the ARC; unless the Owner desires to construct Improvements differing from those so approved, in which event the Owner shall submit plans and specifications for the Improvements to the ARC and obtain

its approval prior to commencing the repair, restoration or replacement.

Section 15.7 Hazard Insurance on Condominium Property Units.

Each Owner of an Condominium Property Unit shall at all times maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance, in an amount equal to and not less than one hundred percent (100%) of the current replacement value of the contents of their respective Unit.

15.8 Obligation of a Condominium Property Unit Owner to Repair and Restore.

In the event of any damage or destruction of the contents in a Condominium Property Unit, the insurance proceeds from any insurance policy on a Condominium Property Unit, unless retained by a Mortgagee of such Unit, shall be applied first to the repair, restoration or replacement of the damaged or destroyed contents of a Unit.

Section 15.9 Failure to Maintain Insurance.

If any Owner of a Unit 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 Unit, 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 Unit in accordance with and subject to the provisions of this Declaration applicable to an Assessment lien.

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ARTICLE XVI

AMENDMENT AND DURATION

16.1 Amendments.

(a) How Proposed. Amendments to the Declaration shall be proposed by either a majority of the Board of Directors or by Owners holding thirty percent (30%) or more of the voting rights. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for approval or consent to the amendment

(b) Approval Required. Except as otherwise provided in Subsections (c) and (e) of this section or by other provisions of this Declaration, this Declaration may be amended if such amendment is approved by two-thirds (2/3) of the Owners holding voting rights in the Association. Notwithstanding the foregoing, however, until the date of the Turnover Meeting, the Declarant, any and all amendments proposed pursuant to this Section must first receive the written approval of the Declarant. Failure to receive such written approval shall make the amendment null and void.

In the event that the proposed amendment only applies to the Condominium Property, as determined at the sole discretion of the Board of Directors, then such portion of the Declaration may be amended if such amendment is approved by two-thirds (2/3) of the votes of the Owners of the Condominium

Property, whichever the case may be. If an amendment is adopted by the Condominium Property Owners as provided for above, then recorded copies of all such amendments shall be distributed by the Association to all Members of the Community.

(c) Additional Approval Requirements.

(1) No amendment may create, limit or diminish any special Declarant rights, change the boundary of any Unit or uses to which any Unit or Dwelling is restricted under Section 9.1(a)(1) above, change the method of determining liability for common expenses or right to common profit, or voting rights of any Unit unless the Owners of the affected Units unanimously consent to the amendment.

(d) Execution and Recordation. An amendment shall not be effective until the amendment is certified by the president and secretary of the Association as being adopted in accordance with this Declaration is acknowledged and is recorded in the Recorder's Office of Utah County, Utah.

(e) Corrections and Regulatory Amendments. Notwithstanding the provisions of Subsections (b) and (c) of this section and any other provision of this Declaration, and in addition to all other special rights of the Declarant provided in this Declaration and the Bylaws, until the date of the Turnover Meeting, the Declarant shall have the

unilateral right (without the approval of the general membership or joinder by the Association, Owners, Mortgagee or other person) to amend this Declaration in order to:

(1) Correct obvious typographical, mathematical or similar errors.

(2) Comply with the requirements of any applicable statute, ordinance, regulation or guideline of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, any department, bureau, board, commission or agency of the United States, the State of Utah, Utah County, Lehi City, or any corporation wholly owned, directly or indirectly, by the United States, the State of Utah, Utah County or Lehi City which insures, guarantees or provides financing for a community such as Thanksgiving Meadows or Units in such a community.

16.2 Duration.

(a) Period. This Declaration perpetually shall run with the land and shall be and remain in full force and effect at all times with respect to all property included within the Property and the Owners thereof for an initial period of thirty (30) years commencing with the date on which this Declaration is recorded. Subject to Subsection (b) of this section, thereafter, this Declaration shall continue to run with the land and be and remain in full force and effect at all

time with respect to all property within the Property and the Owners thereof for successive additional period of ten (10) years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice, consent or other action whatsoever.

(b) Termination. This Declaration may be terminated at the end of the initial or any additional period by resolution approved not less than six (6) months prior to the intended termination date by the vote or written consent of Owners owning not less than seventy-five percent (75%) of the voting rights in the Association.

(c) Execution and Recording of Termination Certificate. Any such termination shall become effective only if a certificate of the president and secretary of the Association, certifying that termination as of a specified termination date has been approved in the manner required herein, is duly acknowledged and recorded in the Recorder's Office of Utah County, Utah not less than six (6) months prior to the intended termination date.

NOTES

ARTICLE XVII

RIGHTS OF MORTGAGEES

17.1 Required Notice of Action.

A holder, insurer or guarantor of a first Mortgage, upon written request to the Association (stating the name and address of such holder, insurer or guarantor and the address of the subject property), are entitled to timely written notice of the following:

(a) Any proposed amendment to this Declaration or the Bylaws effecting a change in:

(1) The boundaries of any Unit or the exclusive easement of rights appertaining thereto;

(2) Subject to provision 10.2(d) of this Declaration, any change of the Percentage Interest in the Common Areas appertaining to any Unit or the liability for common expenses appertaining thereto;

(3) The number of votes in the Association appertaining to any Unit; or,

(4) The purposes to which any Unit or the Common Areas are restricted;

(b) Any proposed termination of the Association or condominium regime;

(c) Any condemnation loss or casualty loss which affects a material portion of the Association or which affects any Unit on which there is a first Mortgage held, insured or

guaranteed by such Eligible Holder;

(d) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days;

(e) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

17.2 Other Provisions for Mortgagees.

(a) Any restoration or repair of the Association after condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans of the Association unless the approval of the Eligible Holders of first Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to Mortgages held by such Eligible Holders are allocated, is obtained.

(b) Any election to terminate the Association or condominium regime after substantial destruction or a substantial taking in condemnation of the Association must require the approval of the Eligible Holders of first Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to Mortgages held by such Eligible Holder are allocated.

(c) No reallocation of Percentage Interest in the Condominium Common Areas after partial condemnation or partial destruction of the Condominium Property may be effected without the approval of the Eligible Holders of first Mortgages on Condominium Units to which at least fifty-one percent (51%) of the votes of Condominium Units subject to Mortgages held by such Eligible Holders are allocated.

17.3 Approval Required.

(a) In addition to any other approvals required by this Declaration, or the Bylaws, subject to any special Declarant rights, the prior written approval of at least sixty-seven percent (67%) of the votes in the Association and the approval of sixty-seven percent (67%) of Eligible Holders (based upon one vote for each Mortgage owned) shall be required to terminate the Association or condominium regime.

(b) In addition to any other approvals required by this Declaration, the consent of at least sixty-seven percent (67%) of the votes in the Association and the approval of at least fifty-one percent (51%) of the Eligible Holders (based upon one vote for each Mortgage owned) must be obtained to materially amend any provisions of this Declaration or the Bylaws, or add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (1) Voting;

- (2) Assessments, assessment liens or subordination of such liens;

- (3) Reserves for maintenance, repair and replacement of the Common Areas;

- (4) Insurance or fidelity bonds;

- (5) Rights to use the Common Areas;

- (6) Responsibility for maintenance and repair of the various aspects of the Association as dictated in this Declaration;

- (7) Boundaries of any Unit;

- (8) The Percentage Interests of the Condominium Owners in the Condominium Common Areas;

- (9) Convertibility of Units into Common Areas or Common Areas into Units;

- (10) Leasing of Units;

- (11) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey their Unit;

- (12) Establishment of self-management by the Association where professional management has been required .

(c) Furthermore, and in addition to any other approvals required by this Declaration, or the Bylaws, subject to any special Declarant

rights, the prior written approval of at least sixty-seven percent (67%) of the votes in the Association and the approval of fifty-one percent (51%) of Eligible Holders (based upon one vote for each Mortgage owned) shall be required to amend any provision included in this Declaration or in the Bylaws which are for the express benefit of holders or insurers of first Mortgages on Units.

NOTES

ARTICLE XVIII

*MISCELLANEOUS PROVISIONS***18.1 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.

18.2 Joint Owners.

In any case in which two or more persons share the ownership of any Unit, 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 Directors, 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.

18.3 Lessees and Other Invitees.

Lessees, invitees, contractors, family members and other persons 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 Unit 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.

18.4 Non-waiver.

Failure by Declarant, 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.

18.5 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 Declarant, 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 Declarant, Association or Owner as to any similar matter.

NOTES

18.6 Notice of Sale, Mortgage, Rental, or Lease.

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

EXHIBIT "A"
Legal Description of
Thanksgiving Meadows

CLUBHOUSE PARCEL

(Lot 103, Plat "A" Thanksgiving Meadows)

Beginning at a point located N89°51'17"W along the Section line 212.58 feet and South 179.48 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence S48°52'31"W 74.62 feet; thence along the arc of a 534.00 foot radius curve to the left 245.62 feet through a central angle of 26°21'14" (chord: S35°41'54"W 243.46 feet); thence along the arc of a 466.00 foot radius curve to the right 117.31 feet through a central angle of 14°25'23" (chord: S29°43'59"W 117.00 feet); thence N20°25'18"W 42.85 feet; thence North 339.40 feet; thence S89°51'17"E 213.85 feet; thence along the arc of a 102.00 foot radius curve to the right 45.28 feet through a central angle of 25°26'05" (chord: S77°08'15"E 44.91 feet); thence along the arc of a 24.00 foot radius curve to the right 25.96 feet through a central angle of 61°58'39" (chord: S33°25'52"E 24.71 feet) to the point of beginning.

Contains: +/-50,573 Sq. Ft.

PLAT "B" THANKSGIVING MEADOWS

Beginning at a point located S89°53'41"E 43.62 feet and South 38.67 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian, (Basis of Bearing= N89°51'17"W from the North 1/4 Corner of the Northwest Corner of said Section 36); thence S0°06'19"W 734.73 feet; thence S86°48'47"W 332.13 feet; thence S40°01'45"W 49.99 feet; thence N49°54'30"W 103.83 feet; thence N20°41'41"W 39.41 feet; thence N49°58'15"W 114.99 feet; thence northeasterly along the arc of a 528.00 foot radius non-tangent curve to the left (radius bears: N39°51'39"W) 254.51 feet through a central angle of 27°37'04" (chord: N36°19'49"E 252.05 feet); thence along the arc of a 472.00 foot radius curve to the right 217.10 feet through a central angle of 26°21'14" (chord: N35°41'54"E 215.19 feet); thence N48°52'31"E 338.72 feet; thence along the arc of a 247.00 foot radius curve to the right 21.11 feet through a central angle of 4°53'50" (chord: N51°19'26"E 21.11 feet) to the point of beginning.

Contains: +/-5.73 Acres

PLAT "B" OPEN SPACE

Beginning at a point located N89°51'17"W along the section line 344.26 feet and South 521.61 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence S0°06'19"W 73.27 feet; thence N49°54'30"W 68.27 feet; thence S34°25'00"W 75.20 feet; thence S50°00'00"W 73.11 feet; thence N49°58'15"W 10.15 feet; thence northeasterly along the arc of a 528.00 foot radius non-tangent curve to the left (radius bears: N39°51'39"W) 189.94 feet through a central angle of 20°36'40" (chord: N39°50'00"E 188.92 feet); thence along the arc of a 20.00 foot radius curve to the right 49.74 feet through a central angle of 142°28'58" (chord: S79°13'50"E 37.88 feet); thence along the arc of a 44.00 foot radius curve to the right 6.22 feet through a central angle of 8°05'40" (chord: S3°56'31"E 6.21 feet) to the point of beginning.

Contains ± 5,222 Sq. Ft.

PLAT 1

Beginning at a point located N89°51'17"W along the section line 7.45 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence southwesterly along the arc of a 309.00 foot radius non-tangent curve to the left (radius bears: S39°37'10"E) 8.12 feet through a central angle of 1°30'18" (chord: S49°37'41"W 8.12 feet); thence S48°52'31"W 264.10 feet; thence northwesterly along the arc of a 24.00 foot radius non-tangent curve to the left (radius bears: S87°33'27"W) 25.96 feet through a central angle of 61°58'39" (chord: N33°25'53"W 24.71 feet); thence northwesterly along the arc of a 102.00 foot radius curve to the left 45.28 feet through a central angle of 25°26'15" (chord: N77°08'20"W 44.91 feet); thence N89°51'17"W 92.30 feet; thence North 149.00 feet to the north line of said Section 36; thence S89°51'17"E along said section line 354.83 feet to the point of beginning.

Contains ± 41,058 Sq. Ft.

EXHIBIT "B"
Description of Annexable Properties

PROPOSED PLAT 2

Beginning at a point located N89°51'17"W along the section line 362.28 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence South 149.00 feet; thence N89°51'17"W 208.49 feet; thence North 149.00 feet to the north line of said Section 36; thence S89°51'17"E along said section line 208.49 feet to the point of beginning.

Contains ± 31,065 Sq. Ft.

PROPOSED PLAT 3

Beginning at a point located N89°51'17"W along the section line 570.77 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence South 149.00 feet; thence S89°51'17"E 86.94 feet; thence South 160.74 feet; thence West 139.00 feet; thence North 137.15 feet; thence along the arc of a 24.00 foot radius curve to the left 37.64 feet through a central angle of 89°51'17" (chord: N44°55'39"W 33.90 feet); thence North 149.00 feet to the north line of said Section 36; thence S89°51'47"E along said section line 76.00 feet to the point of beginning.

Contains ± 33,814 Sq. Ft.

PROPOSED PLAT 4

Beginning at a point located N89°51'17"W along the section line 646.77 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence South 149.00 feet, thence southeasterly along the arc of a 24.00 foot radius non-tangent curve to the right (radius bears: S0°08'43"W) 37.64 feet through a central angle of 89°51'17" (chord: S44°55'39"E 33.90 feet); thence South 101.02 feet; thence West 18.00 feet; thence North 24.97 feet; thence West 155.89 feet; thence North 114.43 feet; thence S89°51'17"E 84.20 feet, thence North 135.00 feet to the north line of said Section 36; thence S89°51'17"E along said section line 65.75 feet to the point of beginning.

Contains ± 28,727 Sq. Ft.

PROPOSED PLAT 5

Beginning at a point located N89°51'17"W along the section line 712.52 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence South 135.00 feet; thence N89°51'17"W 84.20 feet; thence South

114.43 feet; thence West 73.52 feet; thence North 114.61 feet; thence S89°51'17"E 17.95 feet; thence North 135.00 feet to the north line of said Section 36; thence S89°51'17"E along said section line 139.77 feet to the point of beginning.

Contains ± 27,289 Sq. Ft.

PROPOSED PLAT 6

Beginning at a point located N89°51'17"W along the section line 852.29 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence South 135.00 feet; thence N89°51'17"W 17.95 feet; thence South 114.61 feet; thence West 81.62 feet; thence northwesterly along the arc of a 152.00 foot radius non-tangent curve to the right (radius bears: N70°01'49"E) 53.36 feet through a central angle of 20°06'54" (chord: N9°54'44"W 53.09 feet); thence N0°08'43"E 20.22 feet; thence West 32.00 feet; thence northwesterly along the arc of a 24.00 foot radius non-tangent curve to the left (radius bears: S89°51'17"W) 41.56 feet through a central angle of 99°12'47" (chord: N49°27'41"W 36.56 feet); thence N9°04'04"W 32.00 feet; thence northeasterly along the arc of a 398.00 foot radius non-tangent curve to the right (radius bears: S9°04'04"E) 33.72 feet through a central angle of 4°51'17" (chord: N83°21'34"E 33.71 feet); thence North 118.15 feet to the north line of said Section 36; thence S89°51'17"E along said section line 140.00 feet to the point of beginning.

Contains ± 31,665 Sq. Ft.

PROPOSED PLAT 7

Beginning at a point located N89°51'17"W along the section line 992.29 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence South 118.15 feet; thence southeasterly along the arc of a 398.00 foot radius non-tangent curve to the left (radius bears: S4°12'47"E) 33.72 feet through a central angle of 4°51'17" (chord: N83°21'34"W 33.71 feet); thence S9°04'04"E 32.00 feet; thence southeasterly along the arc of a 366.00 foot radius non-tangent curve to the left (radius bears: S9°04'04"E) 144.02 feet through a central angle of 22°32'46" (chord: S69°39'33"W 143.09 feet); thence N31°36'50" W 239.69 feet to the north line of said Section 36; thence S89°51'17"E along said section line 288.26 feet to the point of beginning.

Contains ± 39,433 Sq. Ft.

PROPOSED PLAT 8

Beginning at a point located N89°51'17"W along the section line 1,243.36 feet and South 60.33 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence S31°36'50"E 168.74 feet; thence

southwesterly along the arc of a 366.00 foot radius non-tangent curve to the left (radius bears: S31°36'50"E) 52.77 feet through a central angle of 8°15'40" (chord bears: S54°15'20"W 52.73 feet); thence S50°07'30"W 92.08 feet; thence along the arc of a 24.00 foot radius curve to the left 33.90 feet through a central angle of 80°55'25" (chord bears: S9°39'47"W 31.15 feet); thence S31°43'53"E 8.50 feet; thence S55°27'00"W 133.14 feet; thence N34°33'00"W 8.14 feet; thence along the arc of a 462.00 foot radius curve to the left 119.38 feet through a central angle of 14°48'17" (chord: N41°57'09"W 119.04); thence N49°21'17"W 15.94 feet; thence N41°25'00"E 129.71 feet; thence N56°53'52"E 33.06 feet; thence N43°10'00"E 172.79 feet to the point of beginning.

Contains ± 48,818 Sq. Ft.

PROPOSED PLAT 9

Beginning at a point located N89°51'17"W along the section line 1,280.55 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence S31°36'50"E 70.95 feet; thence S43°10'00"W 172.79 feet; thence S56°53'52"W 33.06 feet; thence S41°25'00"W 129.71 feet; thence N49°21'17"W 43.93 feet; thence northwesterly along the arc of a 360.00 foot radius curve to the right (radius bears: N40°38'43"E) 13.18 feet through a central angle of 2°05'53" (chord bears: N48°18'21"W 13.18 feet); thence N17°10'00"E 277.14 feet to the north line of said Section 36; thence S89°51'17"E along said section line 155.89 feet to the point of beginning.

Contains ± 42,064 Sq. Ft.

PROPOSED PLAT 10

Beginning at a point located N89°51'17"W along the section line 1,436.45 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence S17°10'00"W 277.14 feet; thence northeasterly along the arc of a 360.00 foot radius non-tangent curve to the right (radius bears: N42°44'36"E) 297.84 feet through a central angle of 47°24'07" (chord bears: N23°33'21"W 289.41 feet) to the north line of said Section 36; thence S89°51'17"E along said section line 197.46 feet to the point of beginning.

Contains ± 32,074 Sq. Ft.

PROPOSED PLAT 11

Beginning at a point located N89°51'17"W along the section line 1,172.98 feet and South 215.73 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence S35°00'00"E 97.26 feet; thence S55°27'00"W 159.82 feet; thence S34°33'00"E 82.58 feet; thence S55°27'00"W 119.00 feet; thence N34°33'00"W 138.92 feet; thence N55°27'00"E 133.14 feet;

thence N31°43'53"W 8.11 feet; thence along the arc of a 24.00 foot radius curve to the right 34.29 feet through a central angle of 81°51'22" (chord bears: N9°11'49"E feet); thence N50°07'30"E 92.07 feet; thence along the arc of a 366.00 foot radius curve to the right 31.14 feet through a central angle of 4°52'30" (chord bears: N52°33'45"E 31.13 feet) to the point of beginning.

Contains ± 30,551 Sq. Ft.

PROPOSED PLAT 12

Beginning at a point located N89°51'17"W along the section line 1,117.19 feet and South 295.26 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence S35°00'00"E 129.18 feet; thence S54°38'32"W 145.27 feet; thence S23°50'45"W 34.75 feet; thence S45°10'00"W 106.70 feet; thence N34°33'00"W 85.90 feet; thence N55°27'00"E 119.00 feet; thence N34°33'00"W 82.58 feet; thence N55°27'00"E 159.82 feet to the point of beginning.

Contains ± 29,861 Sq. Ft.

PROPOSED PLAT 13

Beginning at a point located N89°51'17"W along the section line 1,043.10 feet and South 400.89 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence S35°00'00"E 34.38 feet; thence S75°00'00"E 27.39 feet; thence S32°44'38"W 131.55 feet; thence S5°42'29"E 34.63 feet; thence S15°10'00"W 131.69 feet; thence northwesterly along the arc of a 241.00 foot radius non-tangent curve to the right (radius bears: N14°21'53"E) 172.81 feet through a central angle of 41°05'07" (chord: N55°05'34"W 169.14 feet); thence N34°33'00"W 23.80 feet; thence N45°10'00"E 106.70 feet; thence N23°50'45"E 34.75 feet; thence N54°38'32"E 145.27 feet to the point of beginning.

Contains ± 35,558 Sq. Ft.

PROPOSED PLAT 14

Beginning at a point located N89°51'17"W along the section line 996.92 feet and South 436.03 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence S75°00'00"E 59.42 feet; thence South 106.38 feet; thence S17°49'13"E 33.59 feet; thence South 126.00 feet; thence West 110.05 feet; thence along the arc of a 241.00 foot radius curve to the right 60.42 feet through a central angle of 14°21'53" (chord: N82°49'04"W 60.26 feet); thence N15°10'00"E 131.69 feet; thence N5°42'29"W 34.63 feet; thence N32°44'38"E 131.55 feet to the point of beginning.

Contains ± 34,820 Sq. Ft.

PROPOSED PLAT 15

Beginning at a point located N89°51'17"W along the section line 939.52 feet and South 451.26 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence S75°00'00"E 95.64 feet; thence East 44.24 feet; thence S7°50'00"E 236.43 feet; thence southwesterly along the arc of a 466.00 foot radius non-tangent curve to the right (radius bears: N8°43'07"W) 70.91 feet through a central angle of 8°43'07" (chord: S85°38'26"W 70.84 feet); thence West 87.92 feet; thence North 126.00 feet; thence N17°49'13"W 33.59 feet; thence North 106.38 feet to the point of beginning.

Contains ± 36,239 Sq. Ft.

PROPOSED PLAT 16

Beginning at a point located N89°51'17"W along the section line 802.91 feet and South 475.67 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence East 142.60 feet; thence S50°50'00"E 178.63 feet; thence southwesterly along the arc of a 466.00 foot radius non-tangent curve to the right (radius bears: N43°17'14"W) 281.15 feet through a central angle of 34°34'07" (chord: S63°59'50"W 276.91 feet); thence N7°50'00"W 236.43 feet to the point of beginning.

Contains ± 43,049 Sq. Ft.

PROPOSED PLAT 17

Beginning at a point located N89°51'17"W along the section line 622.83 feet and South 310.09 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence East 139.00 feet; thence South 178.66 feet; thence S20°25'18"E 42.85 feet; thence southwesterly along the arc of a 466.00 foot radius non-tangent curve to the right (radius bears: N53°03'20"W) 79.45 feet through a central angle of 9°46'06" (chord: S41°49'43"W 79.35 feet); thence N50°50'00"W 163.93 feet; thence northeasterly along the arc of a 116.00 foot radius non-tangent curve to the left (radius bears: N50°50'00"W) 79.30 feet through a central angle of 39°10'00" (chord: N19°35'00"E 77.76 feet); thence North 6.15 feet; thence along the arc of a 24 foot radius curve to the left 37.70 feet through a central angle of 90°00'00" (chord: N45°00'00"W 33.94 feet); thence North 32.02 feet; thence East 13.27 feet; thence along the arc of a 24.00 foot radius non-tangent curve to the left (radius bears: N33°37'27"W) 23.61 feet through a central angle of 56°22'33" (chord: N28°11'17"E 22.67 feet); thence North 19.00 feet to the point of beginning.

Contains ± 36,022 Sq. Ft.

PROPOSED PLAT 18

Beginning at a point located N89°51'17"W along the section line 646.83 feet and South 349.14 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence South 32.02 feet; thence southeasterly along the arc of a 24.00 foot radius non-tangent curve to right (radius bears: South) 37.70 feet through a central angle of 90°00'00" (chord: S45°00'00"E 33.94 feet); thence South 6.15 feet; thence along the arc of a 116.00 foot radius curve to the right 79.30 feet through a central angle of 39°10'00" (chord: S19°35'00"W 77.76 feet); thence N50°50'00"W 14.71 feet; thence West 186.84 feet; thence N75°00'00"W 55.44 feet; thence N19°10'00"E 127.27 feet; thence southeasterly along the arc of a 152.00 foot radius non-tangent curve to the left (radius bears: N19°09'53"E) 50.84 feet through a central angle of 19°09'53" (chord: S80°25'03"E 50.61 feet); thence East 162.17 feet to the point of beginning.

Contains ± 31,441 Sq. Ft.

PROPOSED PLAT 19

Beginning at a point located N89°51'17"W along the section line 622.83 feet and South 273.96 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence South 55.13 feet; thence along the arc of a 24.00 foot radius curve to the right 23.61 feet through a central angle of 56°22'33" (chord: S28°11'17"W 22.67 feet); thence West 175.46 feet; thence along the arc of a 152.00 foot radius curve to the right 185.78 feet through a central of 70°01'49" (chord: N54°59'06"W 174.43 feet); thence East 311.03 feet; thence South 24.97 feet; thence East 18.00 feet to the point of beginning.

Contains ± 28,534 Sq. Ft.

PROPOSED PLAT 20

Beginning at a point located N89°51'17"W along the section line 858.91 feet and South 341.25 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence S19°10'00"W 127.27 feet; thence N75°00'00"W 127.01 feet; thence N35°00'00"W 260.83 feet; thence northeasterly along the arc of a 366.00 foot radius non-tangent curve to the right (radius bears: S35°00'00"E) 165.65 feet through a central angle of 25°55'56" (chord: N67°57'58"E 164.24 feet); thence along the arc of a 24.00 foot radius curve to the right 41.56 feet through a central angle of 99°12'47" (chord: S49°27'41"E 36.56 feet); thence East 32.00 feet; thence S0°08'43"W 20.22 feet; thence along the arc of a 152.00 foot radius curve to the left 188.30 feet through a central angle of 70°58'50" (chord: S35°20'42"E 176.49 feet) to the point of beginning.

Contains ± 51,583 Sq. Ft.

PROPOSED PLAT "C"

Beginning at a point located N89°51'17"W along the section line 502.91 feet and South 653.81 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence S49°58'15"E 114.99 feet; thence S20°41'41"E 39.41 feet; thence S49°54'30"E 103.83 feet; thence S40°01'45"W 109.96 feet; thence S44°23'24"E 0.57 feet; thence S40°05'30"W 746.24 feet; thence N40°32'14"W 109.18 feet; thence along the arc of a 369.00 foot radius curve to the right 261.07 feet through a central angle of 40°32'14" (chord: N20°16'07"W 255.06 feet); thence North 372.67 feet; thence along the arc of a 15.00 foot radius curve to the right 23.56 feet through a central angle of 90°00'00" (chord: N45°00'00"E 21.21 feet); thence East 175.63 feet; thence along the arc of a 528.00 foot radius curve to the left 367.33 feet through a central angle of 39°51'39" (chord: N70°04'10"E 359.97 feet) to the point of beginning.

Contains ± 7.50 Acres

PROPOSED PLAT "D"

Beginning at a point located N89°51'17"W along the section line 1,119.19 feet and South 767.35 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence southeasterly along the arc of a 303.00 foot radius non-tangent curve to the left (radius bears: N15°17'22"E) 80.86 feet through a central angle of 15°17'22" (chord: S82°21'19"E 80.62 feet); thence East 22.35 feet; thence southwesterly along the arc of a 15.00 foot radius non-tangent curve to the left (radius bears: South) 23.56 feet through a central angle of 90°00'00" (chord: S45°00'00"W 21.21 feet); thence South 372.67 feet; thence along the arc of a 369.00 foot radius curve to the left 261.07 feet through a central angle of 40°32'14" (chord: S20°16'07"E 255.66 feet); thence S40°32'14"E 109.18 feet; thence S40°05'30"W 335.04 feet; thence N39°18'45"W 639.07 feet; thence N33°35'29"W 515.90 feet; thence N55°27'00"E 81.82 feet; thence S34°33'00"E 330.00 feet; thence N55°27'00"E 491.44 feet to the point of beginning.

Contains ± 8.53 Acres

PROPOSED PLAT "E"

Beginning at a point located N89°51'17"W along the section line 1,647.40 feet and South 197.40 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence southeasterly along the arc of a 422.00 foot radius non-tangent curve to the left (radius bears: N62°15'22"E) 159.17 feet through a central angle of 21°36'39" (chord: S38°32'58"E 158.23 feet); thence S49°21'17"E 59.86 feet; thence along the arc of a 400.00 foot radius curve to the right 103.36 feet through a central angle of 14°48'17" (chord: S41°57'08"E 103.07 feet); thence S34°33'00"E 122.17 feet; thence S55°27'00"W 501.82 feet; thence N33°35'29"W 460.47 feet; thence N55°27'00"E 94.12 feet; thence N75°52'09"E 38.41

feet; thence N55°27'00"E 100.00 feet; thence N34°33'00"W 53.49 feet; thence N70°30'51"E 232.37 feet to the point of beginning.

Contains: ± 5.08 Acres

PROPOSED PLAT "F"

Beginning at a point located N89°51'17"W along the section line 1,695.91 feet from the North 1/4 Corner of Section 36, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence southeasterly along the arc of a 422.00 foot radius non-tangent curve to the left (radius bears: S89°51'17"E) 205.41 feet through a central angle of 27°53'21" (chord: S13°47'58"E 203.39 feet); thence S70°30'51"W 232.37 feet; thence S34°33'00"E 53.49 feet; thence S55°27'00"W 100.00 feet; thence S75°52'09"W 38.41 feet; thence S55°27'00"W 94.12 feet; thence N33°35'29"W 528.39 feet; thence S89°51'17"E 629.70 feet to the point of beginning.

Contains: ± 4.03 Acres

EXHIBIT "C"**PERCENTAGE OWNERSHIP OF CONDOMINIUM PROPERTY UNIT OWNERS
IN CONDOMINIUM COMMON AREAS**

Address	Building Number	Unit Number	Square Footage	Interest in Condominium Common Area
3044 W. Desert Lily Dr.	101	A	1450	11.1%
3042 W. Desert Lily Dr.	101	B	1206	11.1%
3040 W. Desert Lily Dr.	101	C	1208	11.1%
3056 W. Desert Lily Dr.	102	A	890	11.1%
3054 W. Desert Lily Dr.	102	B	1206	11.1%
3052 W. Desert Lily Dr.	102	C	1489	11.1%
3068 W. Desert Lily Dr.	103	A	890	11.1%
3066 W. Desert Lily Dr.	103	B	1206	11.1%
3064 W. Desert Lily Dr.	103	C	1489	11.1%
Total			11,034	100%

EXHIBIT "D"

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**BYLAWS
THANKSGIVING MEADOWS
HOMEOWNERS ASSOCIATION**

ARTICLE I

PLAN OF UNIT OWNERSHIP

1.1 Name and Location.

These are the Bylaws of the Thanksgiving Meadows Homeowners Association (the "Association"). Thanksgiving Meadows is a residential community including both single family lot and townhouse style triplex condominiums. The Property has been subjected to a Declaration of Covenants, Conditions and Restrictions for Thanksgiving Meadows recorded in the Recorder's Office of Utah County, Utah (the "Declaration"). These Bylaws are initially applicable to the recorded Plat Maps A, B & 1 of THANKSGIVING MEADOWS, recorded in the Recorder's Office of Utah County, Utah ("Thanksgiving Meadows").

1.2 Principal Office.

The principal office of the Association shall be located at 9962 South Redwood Rd., South Jordan, Utah 84095 or such other office as may be designated by the Board of Directors from time to time.

1.3 Purposes.

This Association is formed to serve as a means through which the Unit Owners may take action with regard to the administration, management and operation of Thanksgiving Meadows, the properties, lots and Units therein.

1.4 Applicability of Bylaws.

The Association, all Units Owners and all

persons using the Property shall be subject to these Bylaws and to all rules and regulations which may be adopted pursuant to the Declaration and these Bylaws.

1.5 Composition of Association.

The Association shall be composed of all Unit Owners, including McArthur Homes TM, a Utah Corporation (the "Declarant"), and the Association, itself, to the extent any of these own any Unit or Units of the Property.

The term Units herein is consistent with the meaning given in the Declaration. Such meaning shall include subdivided Lots or condominium units within the Property and refers to the land, if any, which is part of the Unit, as well as to any other structures or other Improvements. In the case of a Triplex Building within the Condominium Property which contains multiple dwellings, each dwelling shall be deemed to be a separate Unit.

1.6 Incorporation of Association.

(a) The Association shall be incorporated under the Utah Revised Nonprofit Corporation Act. The Articles of Incorporation of the Association shall be consistent with the Declaration and these Bylaws, and these Bylaws shall constitute the Bylaws of the incorporated association. The name of the association shall be "Thanksgiving Meadows Homeowners Association, Inc."

(b) In the event the incorporated Association shall at any time be dissolved,

whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In that event, all of the property, powers and obligations of the incorporated association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, which vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible, any such successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the incorporated association as if they had been made to constitute the governing documents of the unincorporated association.

If however, for what ever reason, the Association itself is dissolved (not merely becoming unincorporated), all of the Association's assets at the time of dissolution shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purpose.

1.7 Definitions.

The definitions contained in or adopted by the Declaration shall be applicable to these Bylaws.

NOTES

ARTICLE II

MEETING OF ASSOCIATION

2.1 Place of Meeting.

The Association shall hold meetings at such suitable place convenient to the Owners as may be designated by the Board of Directors from time to time.

2.2 Initial Meeting.

The initial meeting of the Association shall be the first annual meeting of the Association pursuant to the provisions of Section 2.4 below, unless the Turnover Meeting is called by the Declarant prior to the date of the first annual meeting, in which case the initial meeting of the Association shall be the Turnover Meeting.

2.3 Turnover Meeting.

(a) The Declarant shall call the Turnover Meeting pursuant to the provisions of Section 2.6 below in accordance with Article X of the Declaration. The purpose of the meeting shall be to organize the Association and to elect directors. If the Turnover Meeting is not called within the time specified, the meeting may be called and notice given by any Owner or first mortgagee of a Unit.

(b) At the Turnover Meeting, the Declarant shall turn over to the Owners the responsibility for the administration of the Association, and the Owners shall accept the administrative responsibility from the Declarant. The Declarant shall deliver to the Association all records, documents and instruments relating to the Property and the Association.

2.4 Annual Meetings.

The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the month of January each year thereafter, with the actual date within January, time and place within the State of Utah to be selected by the Board of Directors of the Association.

2.5 Special Meetings.

(a) Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of at least thirty percent (30%) of the Members stating the purpose of the meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

(b) In the event that a special meeting is needed exclusively for the Condominium Property, such special meeting may be called by the Board of Directors or by the written request of at least thirty percent (30%) of the Owners of the Condominium Property stating the purpose of the meeting. The Board of Directors, in its sole discretion, has the authority to verify and make certain that the proposed purpose of such a meeting does in fact apply exclusively to the Condominium Property. If the Board determines that the purpose of the meeting is applicable to all Members within the Association, the special meeting must be called in accordance with paragraph (a) above. Again, any business transacted at a special meeting called under

this paragraph shall be confined to the purposes stated in the notice.

2.6 Notice of Meetings.

Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days but not more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice.

The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. If the notice is for a special meeting that is only applicable to the Condominium Property, a notice shall be delivered to all Members as stated above, but attendance and participation of the unaffected Owners is not required.

2.7 Voting.

Each Unit shall be allocated one (1) vote in the affairs of the Association as provided in the Section 11.3 of the Declaration. The Board of Directors shall be entitled to vote on behalf of any Unit which has been acquired by or on behalf of the Association, except the Board of Directors shall not be entitled to vote such Units in any election of directors.

2.8 Proxies, Absentee Ballots and Rights of Mortgagees.

(a) Proxies

(1) A vote may be cast in person or

by proxy. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated and signed by such Owner and shall be filed with the secretary in accordance with procedures adopted by resolution of the Board of Directors.

(2) No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy; however, no proxy may be valid for more than eleven (11) months after the date of execution.

(3) No proxy shall be valid if it purports to be revocable without notice.

(4) An Owner may not revoke a proxy given except by actual notice of revocation to the person presiding over a meeting of the Association or to the Board of Directors if a vote is being conducted by written ballot in lieu of a meeting pursuant to Section 2.14 below.

(5) Every proxy shall automatically cease upon sale of the Lot.

(b) Absentee Ballots. At the discretion of the Board of Directors, a vote may be cast by absentee ballot.

(c) Mortgage Rights.

(1) An Owner may pledge or assign the Owner's voting rights to a Mortgagee. In such a case, the Mortgagee or its designated representative shall be entitled to receive all notices to which the Owner is entitled hereunder and to exercise the Owner's voting rights from and after the time that the Mortgagee shall have given written notice of

the pledge or assignment to the Board of Directors.

(2) Any first Mortgagee may designate a representative to attend all or any meetings of the Association.

2.9 *Fiduciaries and Joint Owners.*

(a) Fiduciaries. An executor, administrator, guardian, or trustee may vote in person or by proxy, at any meeting of the Association with respect to any Unit owned or held in such capacity, whether or not the same shall have been transferred to his or her name; provided, that the person shall satisfy the secretary that he or she is the executor, administrator, guardian, or trustee holding the Unit in such capacity.

(b) Joint Owners. Whenever any Unit is owned by two or more persons jointly, according to the records of the Association, the vote of the Unit may be exercised by any one of the Owners then present, in the absence of protest by a co-owner. In the event of a protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of the Unit shall be disregarded completely in determining the proportion of votes given with respect to the matter.

2.10 *Quorum of Owners.*

(a) Except as otherwise provided in the Declaration or these Bylaws, at any meeting of the Association, Owners holding twenty percent (20%) of the voting rights, present in person or by proxy, or absentee ballot if permitted under Section 2.8(b) above, shall

constitute a quorum.

In the case of a meeting called exclusively for the benefit of the Condominium Property and consistent with the provisions of the Declaration and these Bylaws, the quorum requirement for such purposes shall be twenty percent (20%) of the voting power of the Owners of the Condominium Property.

(b) The subsequent ratification of an Owner in the action taken at a meeting shall constitute the presence of the person for the purpose of determining a quorum. When a quorum is once present to organize a meeting it cannot be broken by the subsequent withdrawal of an Owner or Owners.

(c) If any meeting of Members cannot be organized because of a lack of quorum, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. For each adjourned meeting, the quorum requirement shall be reduced by one-fourth (1/4) of the quorum requirement of the previous meeting. The adjournment provisions of this subsection (c) do not apply to action by written ballot in lieu of a meeting under Section 2.14 below.

2.11 *Binding Vote.*

The vote of the holders of more than fifty percent (50%) of the voting rights present, in person or by proxy or absentee ballot if permitted under Section 2.8(b) above, at a meeting at which a quorum is constituted shall be binding upon all Owners for all purposes except where a higher percentage vote is required by law, the Declaration, or these Bylaws.

2.12 Order of Business.

The order of business at annual meetings of the Association shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees, if any;
- (f) Election of directors;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

2.13 Meeting Procedure.

Unless other rules of order are adopted by resolution of the Board of Directors:

- (a) Meeting of the Association shall be conducted according to the latest edition of Robert's Rules of Order published by the Robert's Rules Association.
- (b) A decision of the Association may not be challenged because the appropriate rules of order were not used unless a person entitled to be heard was denied the right to be heard and raised an objection at the meeting in which the right to be heard was denied.

- (c) A decision of the Association is deemed valid without regard to procedural errors related to the rules of order one year after the decision is made unless the error appears on the face of a written instrument memorializing the decision.

2.14 Action By Written Ballot In Lieu of a Meeting.

- (a) Action By Written Ballot. At the discretion of the Board of Directors, any action, except election or removal of directors, that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every Owner that is entitled to vote on the matter not less than twenty (20) days prior to the date on which the ballots must be received by the Association in order to be counted.

(b) Form and Effect of Ballot

- (1) The written ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action.

- (2) A written ballot may not be revoked.

- (c) Information Required in Ballot Solicitations. All solicitations for votes by written ballot must:

- (1) State the number of responses needed to meet any applicable quorum requirements and the total percentage of votes needed for approval.

- (2) Specify the period during

which the Association will accept written ballots for counting, which period shall end on the earliest of the following unless the vote is pursuant to the secrecy procedure described in Subsection (d) of this section:

(A) The date on which the Association has received a sufficient number of approving ballots to pass the proposal;

(B) The date on which the Association has received a sufficient number of disapproving ballots to render the proposal impossible of passage; or

(C) A date certain on which all ballots must be returned to be counted.

(d) Secrecy Procedure. The Board of Directors may elect to conduct a vote pursuant to this section by a secrecy procedure whereby a written ballot is accompanied by:

- (1) A secrecy envelope;
- (2) A return identification envelope to be signed by the owner; and
- (3) Instructions for marking and returning the ballot.

(e) Determination of Vote. The outcome of a vote by written ballot in lieu of a meeting shall be determined by the Board of Directors within forty-eight (48) hours of the deadline for return of ballots, or in the event the ballot return date is postponed, within forty-eight (48) hours of the postponed date. Matters that may be voted on by written ballot shall be deemed approved or rejected as follows:

(1) If approval of a proposed action would otherwise require a meeting at which a certain quorum must be present and at which a certain percentage of total votes cast is required to authorize the action, the proposal will be deemed to be approved when the date for return of ballots has passed, a quorum of owners has voted and the required percentage of approving votes has been received. Otherwise, the proposal shall be deemed to be rejected.

(2) If approval of a proposed action otherwise would require a meeting at which a specified percentage of owners must authorize the action, the proposal shall be deemed to be approved when the percentage of total votes cast in favor of the proposal equals or exceeds such required percentage. The proposal shall be deemed to be rejected when the number of votes cast in opposition renders approval impossible or when both the date for return of ballots has passed and such required percentage has not been met.

(3) Except as provided in Subsection (e)(4) of this section, votes may be counted from time to time before the final return date to determine whether the proposal has passed or failed by the votes already cast on the date they are entered.

(4) Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

(f) Owner Notification of Ballot Results. Each Owner shall be notified within ten (10) days after the ballots have been counted, by mail or other delivery of written notice, of the results of the ballot meeting or that a quorum

of ballots was not returned.

NOTES

2.15 Action Without a Meeting.

(a) Any action that may be taken at any annual, regular or special meeting of the Association, may be taken without a meeting and without solicitation of written ballots pursuant to Section 2.14 above, if the action is taken by all of the owners entitled to vote on the action.

(b) The action must be evidenced by one or more written consents describing the action taken, signed by all of the owners entitled to vote on the action, and delivered to the Association for inclusion in the minutes or filing with the Association records.

(c) Action taken under this section is effective when the last owner signs the consent, unless the consent specifies an earlier or later effective date. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

ARTICLE III

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

3.1 Number and Qualification

(a) The affairs of the Association shall be governed by a Board of Directors composed of three (3) interim directors as provided in Section 3.2 below. Subsequent to the Turnover Meeting, the Board shall consist of seven (7) directors elected as provided in Section 3.3 below.

(b) Except for interim directors, all directors must be an Owner or the co-owner of a Unit. However, multiple owners of the same Unit may not serve as directors simultaneously. An officer or employee of a corporation, a partner of a partnership, a trustee of a trust, a personal representative of an estate or an employee of a trust or estate, may serve on the Board if the corporation, partnership, trust or estate owns a Unit.

3.2 Interim Directors.

Upon the recording of the Declaration, the Declarant shall appoint an interim board of three (3) directors, who shall serve until replaced by the Declarant or their successors have been elected by the Owners as provided in Section 3.3 below.

3.3 Election and Term of Office.

(a) At the Turnover Meeting called by the Declarant, the interim directors shall resign and the Owners shall elect seven (7) directors, comprised as follows: one class of three (3) directors to serve for one year (two (2) directors elected from the Condominium Property Owners and one (1) elected from the

Dwelling Lot Property Owners), and a second class of four (4) directors to serve for two years (two (2) directors elected from the Condominium Property Owners and two (2) elected from the Dwelling Lot Property Owners). Thereafter, the successors to each class of directors shall serve for terms of two years.

It is the intention of these Bylaws to ensure that both forms of property ownership, that is both the Condominium Property Owners and the Dwelling Lot Property Owners, shall be represented on the Board. However, due to the fact that a majority of the Association consists of condominium Units, the proportion of Board members shall always consist of at least one (1) more Condominium Property Owner than Dwelling Lot Property Owners serving on the Board.

(b) Nomination to the Board of Directors and election shall be as specified in Article IV below.

(c) All directors shall hold office until their respective successors shall have been elected by the Members.

3.4 Vacancies.

Vacancies on the Board of Directors, caused by any reason other than the removal of a director by a vote of the Association, shall be filled for the balance of the term of each directorship by vote of a majority of the remaining directors even though they may constitute less than a quorum. Each person so elected shall be a director until a successor is

elected upon expiration of the term for which the person was elected by the other directors to serve. A director that fills any vacancy must be and represent the same form of ownership (Condominium or Dwelling Lot) as the director that created the vacancy or that they replaced.

3.5 Removal of Directors

(a) At any annual or special meeting, other than a meeting by written ballot conducted pursuant to Section 2.14 above, any one or more of the directors, other than interim directors, may be removed, with or without cause, by a majority of the Owners present in person or by proxy, at a duly constituted meeting. A successor may be elected at that meeting to fill the vacancy thus created in the manner described by Section 3.4 above. The notice of the meeting must state that the removal is to be considered and any director whose removal has been proposed by the owners may be given an opportunity to be heard at the meeting.

(b) The Board of Directors, pursuant to Section 6.2(c) below, may declare the office of a member of the Board of Directors to be vacant in the event such member is absent from three (3) consecutive regular meetings of the Board of Directors. The vacancy shall be filled as provided in Section 3.4 above.

3.6 Compensation.

No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of his or her duties.

3.7 Action Taken Without A Meeting.

In the case of any emergency, the directors shall have the right to take any action in the absence of a meeting which they could take a regular or special meeting by obtaining the written approval of all the directors in accordance with U.C.A. 16-6a-813. Any action so approved shall have the same effect as though taken at a meeting of the directors.

NOTES

ARTICLE IV

NOMINATION AND ELECTION OF DIRECTORS

All nominations are to be made in a manner consistent with the requirements of Article III, Section 3.3.

number of votes shall be elected. Cumulative voting is not permitted.

NOTES**4.1 Nomination.**

(a) Method of Nomination. Nomination for election to the Board of Directors, including action under Section 3.4 above, shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting or any special meeting held pursuant to Section 3.5 above. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies

(b) Nominating Committee. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors; and two (2) or more members of the Association, one of each shall be from the Condominium Property Owners and the other from the Dwelling Lot Property Owners. The Nominating Committee shall be appointed by the president of the Association prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting.

4.2 Election.

Election to the Board of Directors shall be by secret written ballot. At the election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest

ARTICLE V

MEETINGS OF DIRECTORS

5.1 Organizational Meeting.

(a) Location, Date and Time. The first meeting of a newly-elected Board of Directors shall be held within ten (10) days of election at such place, date and time as shall be fixed by the directors at the meeting at which the directors were elected and no notice shall be necessary to Owners or to the newly elected directors in order to legally hold the meeting providing a majority of the elected directors are present.

(b) Procedure and Business. Until the election of new officers, the meeting shall be chaired by the outgoing president, or in the absence of such person, the outgoing secretary, regardless of whether the outgoing president or secretary is as member of the newly constituted board. At the organizational meeting, the Board of Directors shall elect officers in accordance with Section 7.2 below and may conduct any other Association business.

5.2 *Regular Meetings.*

Regular meetings of the Board of Directors shall be held at least quarterly, at such place and hour as may be fixed from time to time by resolution of the Board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

5.3 *Special Meetings.*

Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors,

after not less than three (3) days notice to each director by mail, including electronic mail if approved by the Board, telephone, or telegraph. The notice must state the time, place, and purpose of the meeting.

5.4 *Meeting Procedure.*

Unless other rules of order are adopted by resolution of the Board of Directors:

(a) Meeting of the Board of Directors shall be conducted according to the last edition of Robert's Rules of Order published by the Robert's Rules Association.

(b) A decision of the Board of Directors may not be challenged because the appropriate rules of order were not used unless a person entitled to be heard was denied the right to be heard and raised an objection at the meeting in which the right to be heard was denied.

(c) A decision of the Board of Directors is deemed valid without regard to procedural errors related to the rules of order one year after the decision is made unless the error appears on the face of a written instrument memorializing the decision.

5.5 *Open Meetings; Executive Sessions.*

(a) Open Meetings. Except as provided in Subsection (b) of this section, all meetings of the Board of Directors shall be open to Unit Owners. However, no Owner shall have a right to participate in the Board of Directors meeting unless the Owner is also a member of the Board. The president shall have the authority

to exclude an Owner who disrupts the proceedings at a Board meeting.

(b) Executive Sessions. In the discretion of the Board, the following matters may be considered in executive session:

(1) Consultation with legal counsel concerning the rights and duties of the Association regarding existing or potential litigation or criminal matters;

(2) Personnel matters, including salary negotiations and employee discipline;

(3) The negotiation of contracts with third parties;

(4) Collection of unpaid assessments; and

(c) Executive Session Procedure.

(1) Except in the case of an emergency, the Board of Directors shall vote in an open meeting whether to meet in executive session. If the Board votes to meeting in executive session, the president or other presiding officer shall state the general nature of the action to be considered and, as precisely as possible, when and under what circumstances the deliberations can be disclosed to owners. The statement, motion or decision to meet in executive session must be included in the minutes of the meeting.

(2) A contract or an action considered in executive session does not become effective unless the Board, following the executive session, reconvenes in open meeting and votes on the contract or action, which must be reasonably identified in the

open meeting and included in the minutes.

5.6 Meetings by Telephonic or Electronic Communication.

In the event of an emergency, meetings of the Board of Directors may be conducted by telephonic communication or by the use of a means of communication that allows all members of the Board of Directors participating to hear each other simultaneously or otherwise to be able to communicate during the meeting.

5.7 Notice to Owners of Meetings of Board.

For other than emergency meetings, notice of each Board of Directors meeting must be posted at a place or places on the property at least three (3) days prior to the meeting, or notice must be provided by a method otherwise reasonably calculated to inform the Owners of the meeting.

5.8 Waiver of Notice.

Any director may, at anytime, waive notice of any meeting of the Board of Directors in writing, and the waiver shall be deemed equivalent to the giving of the notice. Attendance by a director at any meeting of the board shall constitute a waiver of notice by the director, except where the director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all directors are present at any meeting of the board, no notice to directors shall be required and any business may be transacted at the meeting.

5.9 *Quorum and Acts.*

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At all meetings of the Board of Directors a majority of the existing directors shall constitute a quorum for the transaction of business and the acts of the majority of the directors present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, 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.

ARTICLE VI

POWERS, RIGHTS AND DUTIES OF THE BOARD OF DIRECTORS

6.1 General Powers and Duties.

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, the Declaration or by these Bylaws directed to be exercised and done by the Owners.

6.2 Specific Powers.

In addition to powers imposed by the Declaration, these Bylaws or by resolutions of the Association, the Utah Revised Nonprofit Corporation Act or other applicable law, the Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area, including any improvements and amenities located thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.

(b) Pursuant to Section 14.2 of the Declaration, the Association may suspend the voting rights and right to use of any recreational facilities located on any Common Areas of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations or any provisions of the Declaration.

(c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3)

consecutive regular meetings of the Board of Directors.

(d) Employ a manager, independent contractor, or such other individuals, entities or employees as they deem necessary and to prescribe their duties.

6.3 Specific Duties.

In addition to duties imposed by the Declaration, these Bylaws or by resolutions of the Association, the Utah Revised Nonprofit Corporation Act or other applicable law, the Board of Directors shall have the duty to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such a statement is requested in writing by twenty-five percent of the Members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the Base Assessment and Condominium Assessment against each Unit at least thirty (30) days in advance of each Assessment period;

(2) Send written notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of each

Assessment period;

(3) Foreclose the lien against any Units for which Assessments are not paid within thirty (30) days after the due date thereof or to bring an action at law against the Owner personally obligated to pay the same;

(d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid in accordance with Section 7.19 of the Declaration. A reasonable charge may be made by the Board for the issuance of these certificates.

(e) Procure and maintain adequate liability and hazard insurance on property Owned by the Association or maintained by the Association if required by the Declaration or any supplemental declaration annexing Additional Property to the Community.

(f) Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate.

(g) Cause to be maintained the Common Areas and any other areas shown on the Plat Map that may be owned by governmental entities who are not maintaining such areas and any other property required to be maintained by the Declaration or any Supplemental Declaration annexing Additional Property to the Community.

(h) Establish and maintain the financial accounts of the Association.

(i) Establish a budget for payment of all Common Expenses of the Association, and institute and maintain a voucher system for

payment, which shall require a sufficient number of signatories thereon as may be reasonably necessary to prevent any misuse of the Association's funds.

(j) Prepare and distribute annual financial statements for the Community to each Owner.

(j) At least annually, cause the review of the insurance coverage of the Association as provided in the Declaration.

(k) File the Annual Report with the Utah Secretary of State, Department of Corporations and Commercial Code.

(l) Prepare or cause to be prepared and filed any required income tax returns or forms.

(m) In the Boards' discretion, appoint an Architectural Review Committee, as provided in the Declaration; and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint such other committees as deemed appropriate in carrying out its purpose.

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ARTICLE VII

OFFICERS AND THEIR DUTIES

7.1 Designation and Qualification.

(a) Designation. The principal officers of the Association shall be a president, a vice-president, a secretary and a treasurer. The directors may designate the office of assistant treasurer and assistant secretary.

(b) Qualifications. The president and vice-president shall be a member of the Board of Directors, but the other officers need not be directors or Owners. Any director may be an officer of the Association.

(c) Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices specified in subsection (a) of this section.

(d) Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

7.2 Election and Vacancies.

The officers of the Association may be elected by the Board of Directors at the organizational meeting of each new board held in accordance with Section 5.1 above or any Board of Directors' meeting thereafter to serve until their respective successors are elected at the next organizational meeting. If any office becomes vacant by reason of death, resignation, removal disqualification or any other cause, the Board of Directors shall elect a successor to fill the unexpired term at any meeting of the Board

of Directors.

7.3 Resignation.

Any officer may resign at any time by giving written notice to the Board, the president or the secretary. The resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

7.4 Removal of Officers.

Officers shall hold office at the pleasure of the Board of Directors. Upon an affirmative vote of a majority of the members of the Board of Directors any officer may be removed, either with or without cause.

7.5 Compensation of Officers.

No officer who is a member of the Board of Directors may receive any compensation from the Association for acting as an officer, unless the compensation is authorized by a binding vote of the Owners. The Board of Directors may fix any compensation to be paid to any officers who are not also directors.

7.6 Duties of Officers.

The duties of the officers are as follows:

(a) President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. The president shall have all of the general powers

and duties which are usually vested in the office of president of an association. The president shall have the authority to sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

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(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board. The Vice-President shall likewise have the authority to sign all leases, mortgages, deeds and other written instruments.

(c) Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association, have charge of such books and papers as the Board of Directors may direct, and in general, perform all of the duties incident to the office of secretary.

(d) Treasurer. The treasurer shall have responsibility for the Association's funds and securities not otherwise held by a managing agent, and shall be responsible for causing full and accurate accounts of all receipts and disbursements to be kept in books belonging to the Association. The treasurer shall be responsible for causing the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Board of Directors and disbursing funds as directed by resolution of the Board.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Each officer and director of the Association, in consideration of his or her services, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, to which he or she may be a party by reason of being or having been a director or officer of the Association. The foregoing right to indemnification shall be exclusive of any other rights to which the director or officer or person may be entitled by law or agreement or vote of the Members or otherwise.

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ARTICLE IX

RECORDS AND AUDITS

The Association shall maintain within the State of Utah all documents, information and other records of the Association in accordance with the Declaration, these Bylaws and the Utah Revised Nonprofit Corporation Act in the manner prescribed by a resolution adopted by the Board of Directors.

9.1 General Records.

(a) The Board of Directors and managing agent or manager, if any, shall keep detailed records of the actions of the Board of Directors and managing agent or manager; minutes of the meetings of the Board of Directors; and minutes of the meeting of the Association.

(b) The Board of Directors shall maintain a Book of Resolutions containing the rules, regulations, and policies adopted by the Association and Board of Directors.

(c) The Board of Directors shall maintain a list of Owners and a list of all Mortgagees of Lots. The list of Owners shall specify whether the Owner is an Owner in Good Standing or a Suspended Owner.

(d) Proxies and ballots must be retained for one (1) year from the date of determination of the vote.

9.2 Records of Receipts and Expenditures

The Board of Directors or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Community, itemizing the maintenance and repair expenses

of the Common Areas or Association property and any other expenses incurred.

9.3 Assessment Roll.

The Assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. The account shall designate the Unit number, the name and address of the Owner or Owners, the amount of each Assessment against the Owners, the dates and amounts in which the Assessment comes due, the amounts paid upon the account, and the balance due on the Assessments.

9.4 Payment of Vouchers.

After the Turnover Meeting, if permitted by the budget, the treasurer or Professional Community Manager, if applicable, shall pay all vouchers up to Two Thousand Dollars (\$2,000.00) signed by the president, managing agent, manager, or other person authorized by resolution of the Board of Directors. Any voucher in excess of \$2,000.00 shall require the signature of the president.

9.5 Financial Reports and Audits.

(a) An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board of Directors to all Owners and to all mortgagees of Units who have requested the same in writing within ninety (90) days after the end of each fiscal year.

(b) From time to time the Board of

Directors, at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners and Mortgagees of Lots. At any time any Owner or Mortgagee may, at such Owner's or Mortgagees own expense, cause an audit or inspection to be made of the books and records of the Association.

9.6 Inspection of Records by Owners.

(a) Except as otherwise provided in Section 9.7 below, all records of the Association shall be reasonably available for examination by an Owner, any Mortgagee of a Unit, any lender and the holders and insurers of the first Mortgage on any Unit, pursuant to rules adopted by resolution of the Board of Directors.

Furthermore, the Association shall make available current copies of the Declaration, Bylaws, other rules and regulations of the Association, and the most recent annual audited financial statement, if such is prepared, to any prospective purchaser into the Association.

(b) The Board of Directors shall maintain a copy, suitable for the purposes of duplication, of the following:

(1) The Declaration, Bylaws and any amendments in effect or supplements thereto, and rules and regulations of the Association.

(2) The most recent financial statement prepared pursuant to Section 9.5 above.

(3) The current operating budget of the Association.

(c) The Association, within five (5) business days after receipt of a written request by an owner, shall furnish the requested information required to be maintained under Subsection (b) of this section.

(d) The Board of Directors, by resolution, may adopt reasonable rules governing the frequency, time, location, notice and manner of examination and duplication of Association records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this section. The fee may include reasonable personnel costs incurred to furnish the information.

9.7 Records Not Subject to Inspection.

Records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern:

(a) Personnel matters relating to a specific identified person or a person's medical records.

(b) Contracts, leases and other business transactions that are currently under negotiation to purchase or provide goods or services.

(c) Communications with legal counsel that relate to matters specified in Subsections (a) and (b) of this section.

(d) Disclosure of information in violation of law.

(e) Documents, correspondence or management or Board reports compiled for or on behalf of the Association or the Board of Directors by its agents or committees for consideration by the Board of Directors in executive session held in accordance with Section 5.5(b) above.

(f) Documents, correspondence or other matters considered by the Board of Directors in executive session held in accordance with Section 5.5(b) above.

(g) Files of individual Owners, other than those of a requesting Owner or requesting mortgagee of an individual Owner, including any individual Owner's file kept by or on behalf of the Association.

9.8 *Notice of Sale or Mortgage.*

Immediately upon the sale or Mortgage of any Unit, the Owner shall promptly inform the secretary or manager of the name and address of the purchaser, vendee or Mortgagee.

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ARTICLE X

ASSESSMENTS

10.1NOTES

Each Member is obligated to pay to the Association Assessments specified in the Declaration which are secured by a continuing lien upon the Unit against which the assessment is made.

10.2

Any Assessments or portions thereof which are not paid when due shall be delinquent and subject to the remedies specified in Article VII of the Declaration. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Unit, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment.

10.3

No Owner may waive or otherwise escape liability for the Assessment provided for in the Declaration by non-use of the Common Areas or abandonment of the Owner's Unit.

ARTICLE XI

AMENDMENTS

11.1 How Proposed.

Amendments to the Bylaws shall be proposed by either a majority of the Board of Directors or by Owners holding at least thirty percent (30%) of the voting rights. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon.

11.2 Adoption.

Amendments may be approved by the Association at a duly constituted meeting or meeting by written ballot in lieu of a meeting conducted pursuant to Section 2.14 above for such purpose. Subject to Section 11.3 and 11.4 below, a vote of at least a two-thirds (2/3) of the Owners participating in a properly convened meeting, held for such purpose, is required for approval of any amendment.

11.3 Corrections and Regulatory Amendments.

Notwithstanding the provisions of Section 11.2 of this Article and any other provision of these Bylaws, and in addition to all other special rights of the Declarant provided in the Declaration and these Bylaws, Declarant, unilaterally without the approval or joinder by the Association, Owners, Mortgagee or other person shall have the right to amend these Bylaws, until the Turnover Meeting, in order to:

- (a) Correct obvious typographical, mathematical or similar errors.
- (b) Comply with the requirements of any

applicable statute, ordinance, regulation or guideline of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, any department, bureau, board, commission or agency of the United States, the State of Utah, Utah County, Lehi City or any corporation wholly owned, directly or indirectly, by the United States, the State of Utah, Utah County or Lehi City which insures, guarantees or provides financing for a community such as Thanksgiving Meadows or Units in such a Community.

11.4 Declarant Consent.

Until the date the Turnover Meeting is held, any amendment must be approved by the Declarant in writing.

11.5 Additional Rights.

Until the Turnover Meeting, the Federal Housing Administration or the Veterans Administration or the Department of Housing and Urban Development, or any successor agencies thereto, shall have the right to veto amendments while there if any such agency or any successor agencies thereto have approved the Properties, any part thereof, or any Unit, for federal mortgage financing.

11.6 Execution and Recording.

An amendment shall not be effective until certified by the president and secretary of the

Association as being adopted in accordance with these Bylaws, acknowledged and recorded with the Recorder's Office of Utah County, Utah.

NOTES

11.7 Challenge to Validity.

No action to challenge the validity of an adopted amendment may be brought more than one (1) year after the amendment is recorded.

ARTICLE XII

MISCELLANEOUS

12.1 Notices.

(a) Association. All notices to the Association or the Board of Directors shall be sent care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Board of Directors may hereafter designate from time to time.

(b) Owners.

(1) Except as otherwise provided in the Declaration, these Bylaws or law, all notices to any Owner shall be sent to such address as may have been designated by him or her, from time to time, in writing to the Board of Directors, or if no address has been designated, then to the Owner's Unit.

(2) If a Unit is jointly owned or the lot has been sold under a land sale contract, notice shall be sent to a single address, of which the secretary has been notified in writing by such parties. If no address has been given to the secretary in writing, then mailing to the Unit shall be sufficient.

12.2 Waiver, Precedent and Estoppel.

No restriction, condition, obligation, or provision contained in these Bylaws or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association 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 as to any

similar matter.

12.3 Invalidity; Number; Captions.

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. 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 these Bylaws.

12.4 Fiscal Year.

The fiscal year of the Association shall be determined by the Board in its discretion.

12.5 Conflicts.

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

NOTES

IN WITNESS WHEREOF, we, being all of the directors of the Thanksgiving Meadows Homeowners Association., have hereunto set our hands this 17 day of March, 2008.

CERTIFICATION

I, THE UNDERSIGNED, do hereby certify that I am the duly elected and acting secretary of the Thanksgiving Meadows Homeowners Association, Inc., a Utah corporation, and that the foregoing By-Laws constitute the original By-Laws of said Corporation, as duly adopted by unanimous written consent of the Board of Directors thereof on this 17 day of March, 2008.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Corporation this 17 day of March, 2008.


RONALD S. MCARTHUR Secretary