

When Recorded, Return To:
Ironton Rail Luminary, LLC
Attn: George Wright
8793 Pinehurst Drive
Eagle Mountain, Utah 84005

ENT 35185:2020 PG 1 of 32
Jeffery Smith
Utah County Recorder
2020 Mar 19 01:04 PM FEE 108.00 BY SW
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ELECTRONICALLY RECORDED

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
IRONTON RAIL TOWNHOMES OWNERS ASSOCIATION**

RECITALS

A. Declarant (as defined below) is the owner of the real property that constitutes the Property (as defined below), which Declarant (as defined below) desires to develop into residential townhome community to be known as the Ironton Rail Townhomes.

B. Declarant (as defined below) desires to subject the Property (as defined below) to covenants, conditions and restrictions set forth herein.

C. Declarant (as defined below) has incorporated the Association (as defined below) for the purpose of managing the Property (as defined below) and administering and enforcing the terms set forth herein.

**ARTICLE I
Definitions**

1.01 Annual Assessment. “Annual Assessment” shall mean the charges regularly levied and assessed each year against a Lot by the Association as set forth in Section 4.03 hereof.

1.02 Articles. “Articles” shall mean the Articles of Incorporation of the Association, as duly filed with the Division, and as the same may be amended from time to time, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

1.03 Assessment. “Assessment” shall mean collectively Annual Assessments, Special Assessments, Compliance Assessments, and Transfer Assessments.

1.04 Association. “Association” shall mean the Ironton Rail Townhomes Owners Association, a Utah non-profit corporation, its successors and assigns.

1.05 Board. “Board” shall mean the Board of Trustees of the Association.

1.06 Building. “Building” shall mean one or more of the various buildings on the Property as depicted in the Plat Map which is made up of Lots.

1.07 Bylaws. “Bylaws” shall mean the Bylaws of the Association, as the same may be amended from time to time, a copy of which is attached hereto as Exhibit C and incorporated herein by reference.

1.08 Common Area. “Common Area” shall mean all areas of the Property (including the improvements thereto) excluding only the individual Lots, as set forth on the Plat Map.

1.09 Community Association Act. “Community Association Act” shall mean the Utah Community Association Act currently codified in Title 57, Chapter 8a of the Utah Code, as the same has been and may yet be amended from time to time, including any replacement act.

1.10 Compliance Assessment. “Compliance Assessment” shall mean assessments made pursuant to Section 4.05 hereof regarding the compliance of any Lot or its Owner with the terms and provisions of this Declaration.

1.11 Declarant. “Declarant” shall mean Ironton Rail Luminary, LLC, a Utah limited liability company.

1.12 Declaration. “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions for Ironton Rail Townhomes Owners Association, as duly recorded in the office of the Utah County Recorder, and as the same may be amended from time to time.

1.13 Governing Documents. “Governing Documents” shall mean this Declaration, the Plat Map, Articles, Bylaws, and any rules, regulations and/or resolutions promulgated by the Board as permitted by this Declaration, the Bylaws, or otherwise by law.

1.14 Lot. “Lot” shall mean any of the 44 individual plots of land identified as an individual Lot as shown upon the Plat Map. Appurtenant to and running with title to each Lot is an undivided 1/44 interest in the Common Area.

1.15 Owner. “Owner” shall mean the record owner, whether one or more Persons, of a fee simple title to any Lot. The term Owner shall not include Persons who hold an interest in a Lot merely as security for the performance of an obligation, such as a mortgage, trust deed, or other security interest, nor shall it include Persons purchasing a Lot under contract until such contract is fully performed and legal title to the Lot conveyed.

1.16 Person. Any natural person, partnership, limited liability company, corporation, association, joint venture, cooperative, trust, estate, custodian, nominee, or other individual or entity in its own or representative capacity.

1.17 Plat Map. “Plat Map” shall mean the plat map for Ironton Rail Townhomes Subdivision, Plat “A,” as duly recorded in the office of the Utah County Recorder on November 19, 2019, as Entry No. 121424:2019, and as the same may be amended from time to time.

1.18 Property. “Property” shall mean collectively that certain real property located in Provo, Utah County, Utah, and described more fully in Exhibit A attached hereto and incorporated herein by reference.

1.19 Special Assessment. Any special or extraordinary assessment periodically levied from time to time against a Lot by the Association pursuant to Section 4.04 hereof.

1.20 Transfer Assessment. “Transfer Assessment” shall mean the fee levied and payable to the Association upon the transfer of title to a Lot pursuant to Section 4.06 hereof.

ARTICLE II

Declaration

2.01 Subjection to Community Association Act. The Property, including without limitation all Lots, shall be subject to and governed by the provisions of the Community Association Act, as the same has been and may yet be amended from time to time.

(a) To the extent not inconsistent with this Declaration, the Articles, or the Bylaws, all provisions of the Community Association Act shall apply to the Property and the Association.

(b) All provisions of the Community Association Act that are mandatory in nature shall apply to the Property and the Association even if inconsistent with this Declaration, the Articles, or the Bylaws.

(c) In the event that the Community Association Act is subsequently amended and such new provision states that it is only applicable if this Declaration is amended to reference such new provision, then this Declaration shall automatically be deemed to be amended to reference such new provision and make such new provision applicable to the Property and the Association as set forth herein.

2.02 Governing Documents. Title to the Property and each Lot shall be held, transferred, mortgaged, encumbered, occupied, used, and improvements subject to the terms and provisions of the Governing Documents. By acquiring any interest in the Property or a Lot, each Owner and any other Person with having any right, title, or interest in or to the Property or any Lot is automatically deemed to have consented and agreed to be bound by each and every term of the Governing Documents.

2.03 Equitable Servitudes. This Declaration shall be construed as covenants in the nature of equitable servitudes, which shall be appurtenant to and run with title to the Property and each Lot, and shall be binding upon and for the benefit of all Owners and any other Persons having any right, title, or interest in or to the Property or any Lot, including their heirs, successors, and assigns.

3.04 Not a Cooperative. The Property and improvements thereon, including without limitation the Lots, is not a cooperative.

ARTICLE III

Association

3.01 Membership. The Association shall have a single class of membership, consisting of all Owners. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3.02 Voting Rights. Owners shall be entitled to cast one (1) vote for each Lot owned as set forth more fully in the Bylaws. If a Lot is owned by more than one (1) Person, then the Persons owning such Lot shall collectively be entitled to cast one (1) vote for such Lot.

3.03 Governance. The Association, acting by and through its Board, shall oversee and govern the Property in accordance with the provisions of this Declaration, the Articles, the Bylaws, the Community Association Act, and otherwise in compliance with governing law. Any

decision to hire a professional property manager or management company must be approved by the Owners, and all property management contracts must be approved by the Owners.

3.04 Reserve Analysis. The Association shall conduct a reserve analysis or study as required by the Community Association Act or otherwise as required by law regarding the expenses associated with the Common Area.

3.05 Right of Entry.

(a) The Association and its duly authorized agents shall have the right to enter any and all Lots, including the home or other improvements thereof, at all reasonable times in order to make repairs to any Common Area or to facilities serving more than one Lot, and to inspect for compliance with the provisions of this Declaration; provided, however, that the Owners and/or occupants affected by such entry shall first be notified at least twenty-four (24) hours in advance of such entry.

(b) The Association and its duly authorized agents shall have the right to enter any and all Lots, including the home or other improvements thereon, in case of an emergency originating in or threatening such Lot or any other part of the Property, whether or not the Owner or occupant thereof is present at the time.

3.06 Rules. The Board may, from time to time, adopt, amend, repeal, and enforce rules regarding the use of the Common Area, the collection of Assessments, and to otherwise implement, supplement, or otherwise carry out the purposes and intentions of this Declaration. In no event shall any such rule be inconsistent with this Declaration or any mandatory provisions of governing law.

ARTICLE IV

Covenant for Assessments

4.01 Personal Obligation. Each Owner shall, by acquiring or in any way becoming vested with an interest in a Lot, be deemed to covenant and agree to pay to the Association the Assessments and other charges set forth or provided for in this Declaration, together with any costs of collection (including without limitation reasonable attorney fees) and interest thereon. Owners shall be personally liable for all Assessments and other charges due and payable by them for the period of time they own or owned a Lot, and such personal liability shall continue even after such Owner no longer owns a Lot until such amounts are paid in full. Owners are not personally liable for Assessments and other charges related to their Lot that arose and were due and payable prior to their ownership of a Lot, but notwithstanding such lack of personal liability the lien against a Lot for Assessments and other charges as set forth in Section 4.02 shall remain in place against such Lot, and may be enforced against such Lot, until such amounts are paid in full.

4.02 Lien. All Assessments and other charges set forth or provided for in this Declaration shall be, constitute, and remain a charge and shall be a continuing lien upon the Lot with respect to which such Assessment or charge relates.

4.03 Annual Assessment. An Annual Assessment shall be made against each Lot and the Owner thereof whereby each Owner shall pay a proportionate share of the common expenses

associated with the Property (including maintenance and operation of the Common Area and all Buildings) and the operations of the Association.

(a) Prior to the annual meeting of Owners, the Board shall cause a budget to be created for the upcoming year (which budget may include an amount to be set aside in the Association's reserve fund), and the Board shall recommend the amount of the Annual Assessment to be paid by the Owners for the upcoming year.

(b) The amount of the Annual Assessment for the upcoming year shall be approved by Owners at the annual meeting of Owners.

(c) The Annual Assessment shall be payable in twelve (12) equal monthly installments which shall be due and payable on the first (1st) calendar day of each month. As a courtesy, the Board may cause reminders to be sent to the Owners regarding the monthly payments, but the Annual Assessment shall be due and payable by the Owners on the first (1st) calendar day of each month without the requirement for any written or other notice thereof other than the notice imparted at the annual meeting of Owners.

4.04 Special Assessments. In addition to the annual assessments authorized above, from time to time the Board may recommend that a Special Assessment be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area and/or any Building, including fixtures and personal property related thereto, a shortfall for whatever reason in the current year's budget, or any other expenses reasonably necessary to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or the Articles.

(a) The amount of the Special Assessment shall be approved by the Owners of no less-than two thirds (2/3) of the Lots participating in the vote once a quorum has duly been established.

(b) If the Special Assessment is approved, then written notice thereof shall be sent to all Owners, including the date (or dates if it is to be paid in installments) for payment thereof.

4.05 Compliance Assessment.

(a) After no less than thirty (30) calendar days' prior written notice to the Owner of a Lot, the Board may take whatever action it reasonably deems appropriate in order to bring a non-complying Lot into compliance with this Declaration, the Articles, Bylaws, and/or rules and resolutions promulgated by the Board, and assess the Owner of the Lot for the cost thereof as a Compliance Assessment.

(b) Any monetary fines assessed against an Owner by the Association shall also constitute a Compliance Assessment against the Lot owned by such Owner.

(c) Compliance Assessments are due and payable immediately upon assessment thereof, and may be enforced and collected in the same manner as any other Assessment.

4.06 Transfer Assessment. A Transfer Assessment shall be imposed on the transfer of title to any Lot, or any interest in a Lot, as follows.

(a) The amount of the Transfer Assessment shall be one-half percent (0.5%) of the price or consideration for such transfer, and absent a stated price or consideration for such transfer the Transfer Assessment shall be one-half percent (0.5%) of the fair market value of the interest in the Lot transferred as reasonably determined by the Board.

(b) The Transfer Assessment shall be payable by, and the personal obligation of, the transferee of the interest in the subject Lot to the Association, and the Association shall deposit the Transfer Assessment into its reserve account for purposes of paying for Common Areas, Buildings, capital improvements, and other expenditures identified in any reserve analysis of the Association and/or otherwise paying the expenses of the operation of the Association.

(c) The Transfer Assessment shall not apply to:

(i) Any mortgage, trust deed, or similar security interest, or the modification, extension, release, or satisfaction thereof;

(ii) Any document that conforms, corrects, or modifies a previously recorded document without additional consideration, unless such document increases the interest in the Lot previously transferred, in which case the Transfer Assessment shall be payable on the increased interest in the Lot so transferred;

(iii) Transfers that occur as part of an inheritance pursuant to the laws regulating intestate or testate succession and descent, or by the death of any co-tenant in real estate held by joint tenancy;

(iv) Transfers of title between spouses (or former spouses) pursuant to a final decree of divorce or nullity;

(v) Transfers of title for estate planning purposes into or out of the name of a trust for the benefit of the Owner, their spouse, or their children;

(vi) Transfers between spouses or to a family member of the Owner within three degrees of consanguinity who, prior to the transfer, provides the Board with adequate written proof of consanguinity;

(vii) Involuntary transfers;

(viii) Transfers required by a court order; or

(ix) Transfers by a financial institution after a financial institution acquires title to a Lot in payment of indebtedness owed to the financial institution.

4.07 Uniform Rate of Assessment. Annual Assessments, Special Assessments, and Transfer Assessments must be fixed at a uniform rate for all Lots. Compliance Assessments shall be based on the unique circumstances giving rise to such Assessments.

4.08 Statement of Assessments. The Board shall, within ten (10) calendar days of receipt of a written demand by an Owner, and for a reasonable charge not exceed the maximum amount permitted by law, furnish a certificate signed by an officer of the Association setting forth whether the Assessments with respect to a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments with respect to a Lot is binding upon the Association as of the date of its issuance.

4.09 Effect of Nonpayment of Assessments.

(a) Any assessment not paid within thirty (30) calendar days after the due date thereof shall bear interest from the due date at the rate of twelve percent (12%) per annum.

(b) Reasonable attorney fees and costs incurred by the Association in collecting any Assessment, with or without filing a lawsuit, shall be included as part of the Assessment being collected, and shall be collected by the Association in the same manner as collection of the Assessment.

(c) The Association may file a lawsuit against the Owner personally obligated to pay any outstanding Assessment.

(d) The Association may foreclose the lien against a Lot for any outstanding Assessment. Such lien may be enforced and foreclosed by any means permitted by law, including without limitation a judicial foreclosure proceeding or a non-judicial foreclosure proceeding. Dwayne A. Vance, an attorney duly licensed to practice law in the State of Utah, is hereby appointed as the initial trustee for purposes of pursuing a non-judicial foreclosure sale of any lien for an outstanding Assessment. The Association and the Owners hereby convey and warrant, pursuant to Sections 57-1-20 and 57-8a-302 of the Utah Code, to Dwayne A. Vance, with power of sale, all Lots and improvements to the Lots, for the purposes of securing payment of all Assessments and other charges provided for in this Declaration. The Association may appoint a duly qualified substitute or successor trustee at any time by recording a substitution of trustee against any particular Lot for purposes of pursuing a non-judicial foreclosure sale of that Lot in payment of a lien against that Lot.

(e) The Board may, from time to time, adopt, amend, repeal, and enforce rules regarding a delinquent Owner's ability to: (i) use the Common Area, including without limitation any recreational facilities within the Common Area; (ii) vote on any Association matter put to a vote of the Owners; (iii) serve as a member of the Board, as an officer, or as any other agent or representative of the Association; and/or (iv) exercise any other rights of an Owner.

(f) No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of their Lot.

ARTICLE V
Architectural & Use Control

5.01 Architectural Committee. The Architectural Committee which is vested with the powers described herein shall consist of the members of the Board, with one of the Board members acting as the chair as provided in the Bylaws.

5.02 Approval for Improvements. No improvement, fence, wall, or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration be made (including without limitation landscaping that may be associated with any Lot, changing the color of any exterior improvement, television and radio antenna, satellite dishes, flag poles, wiring, air conditioning equipment, awnings, sunshades, lighting fixtures, cameras, speakers, etc.), until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved by

the Architectural Committee, and said work shall not commence without approval by the Architectural Committee.

(a) The Architectural Committee shall have the right to disapprove any such plans and specifications which, in the Architectural Committee's reasonable discretion:

- (i) Do not fully comply with all provisions of this Declaration; or
- (ii) Encroach upon any setback, or other Lot, or any easement to which the Lot in question is subject; or
- (iii) Are not reasonably in harmony with the existing surroundings and improvements.

(b) In the event that the Architectural Committee fails to approve or disapprove in writing said plans within thirty (30) calendar days after their submission (which requires a full set of plans and specifications, and any revisions or supplements thereto shall re-start the thirty (30) calendar day period), then said plans shall be deemed approval and the written approval of the Architectural Committee shall not be required.

(c) The Architectural Committee shall not be responsible for reviewing, and its approval of any plan or design shall not be deemed to be an approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

(d) The Architectural Committee shall have the power and authority to take such action as it deems necessary to keep any portion of the Property and exterior of any structure on any Lot maintained so that the same complies with the provisions of this Declaration. The Architectural Committee may notify any Owner of a Lot of any violation, and after due notice, if the Owner fails to correct such violation, then the Architectural Committee may cause the necessary corrections to be made, compliance to be effected, and the costs and expenses thereof shall constitute a Compliance Lien against the Lot affected and shall also be the personal obligation of the Owner of said Lot as provided in Sections 4.01 and 4.05 hereof.

(e) No member of the Board or the Architectural Committee acting in good faith shall be personally liable to any Owner, guest, lessee, or any other Person for any error or omission of the Association, its agents and representatives, the Board, or the Architectural Committee.

5.03 Residential Use. All Lots shall be used exclusively for single family residential purposes and home occupations approved in writing in advance by the Architectural Committee in its reasonable discretion.

5.04 Nuisances & Smoking. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon, which may be or may become an annoyance or nuisance to the Property or any Lot therein. No clothesline or storage or any articles which are visible from the outside of any Building from any vantage point and are unsightly in the reasonable opinion of the Architectural Committee will be permitted. Smoking is prohibited on the Property, including in or about the Buildings and Lots. Permitting or causing any smoke to drift or otherwise enter into the Common Area or any other Lot shall be deemed to be a nuisance. Owners are vicariously liable for any smoking on the Property by their family, tenants, guests, or invitees.

5.05 Parking.

(a) No automobiles or other vehicles are to be stored on streets or otherwise on any visible location on a Lot, unless they are in running condition, properly licensed, and are being regularly used.

(b) No trailers, boats, or recreational items shall be stored on the streets or otherwise on any visible location on a Lot, except on a temporary basis in relation to actual use of such item for a period not to exceed forty-eight (48) hours unless otherwise approved in advance in writing by the Architectural Committee.

(c) No vehicles larger than a pick-up truck or passenger SUV, including without limitation panel trucks, cargo vans, etc., shall be stored on the streets or otherwise on any visible location on a Lot, except on a temporary basis when in actual use with respect to some activity directly related to the Lot or any improvement thereon, but under no circumstances shall such vehicles be allowed to remain overnight (i.e., past midnight).

(d) The Board may, from time to time, adopt, amend, repeal, and enforce rules regarding parking within the Property, especially with the intent to facilitate traffic flow and maintain a means of access for emergency vehicles.

5.06 Animals and Pets. Dogs, cats, and/or other household pets and animals may be kept as permissible within current zoning regulations, provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the Owner's Lot or under the Owner's control when within any Common Area. No pet or animal shall be allowed to roam free within the Common Area and/or enter onto any other Lot and the Owner of such pet or animal shall be personally liable for any damage or loss caused by such pet or animal. If in the reasonable opinion of the Architectural Committee, any pet or animal becomes an annoyance, nuisance, obnoxious, or considered to be a danger or threat, then the Architectural Committee may require a reduction in the number of pets or animals permitted on a Lot or require the removal of such pet or animal from the Property.

5.07 Subdivision of Lots. Under no circumstances shall any Lot be subdivided into two (2) or more sub-lots.

**ARTICLE VI
Easements**

6.01 Common Area Easements. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and run with the title to every Lot, which any Owner may delegate to members of their family, tenants, guests, or invitees, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility or other facilities situated upon the Common Area;

(b) the right of the Association to suspend voting rights and right to use of the recreational facilities by an Owner for any period during which any Assessment against their Lot remains unpaid; and for a period not to exceed 60 calendar days for any infraction of the Association's published rules and regulations; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be affirmatively consented to in writing by no less than the Owners of two-thirds (2/3) of all Lots.

6.02 Utility and Service Easements.

(a) Each Lot is hereby granted an easement across the Property and all other Lots as reasonably necessary for the purpose of installing, maintaining, repairing, and/or replacing reasonable utility lines, including without limitation sewer, water, electrical, gas, telephone, cable television, and/or internet lines, and/or similar facilities and services for a particular Lot. Such easements shall not be used to damage or otherwise unreasonably interfere with the use and enjoyment of any other Lot or any portion of the Property. Any and all such connections, lines, and/or facilities that were installed as part of the original construction of the Buildings shall automatically be deemed to be reasonable and necessary as originally installed.

(b) If any such connections, lines, or facilities may be reasonably used to service more than one (1) Lot, then the Owner of any Lot on which such connections, lines, and/or facilities may be located for the benefit of another Lot may use such connections, lines, and/or facilities, provided that such use is separately metered and paid for, if applicable, and further provided that such use does not unreasonably impair the use of such connections, lines, and/or facilities that exist for the benefit of another Lot.

(c) Each Owner and its duly authorized agents shall have the right to enter upon the Property and all other Lots, including the residence or other improvements thereof, at all reasonable times in order to install, maintain, repair, and/or replace such connections, lines, and/or facilities for the benefit of such Owner's Lot; provided, however, that the Owners and/or occupants affected by such entry shall first be notified at least twenty-four (24) hours in advance of such entry, and such entry may be delayed beyond twenty-four (24) hours if reasonable given the current use of the Lot to be entered and/or the particular facts and circumstances associated with the Owner of such Lot, but the Owner shall be reasonable in coordinating access to their Lot within a reasonable time frame.

(d) Each Owner and its duly authorized agents shall have the right to enter upon the Property and all other Lots, including the residence or other improvements thereof, in case of an emergency originating in or threatening such Lot or any other part of the Property, whether or not the Owner or occupant thereof is present at the time.

(e) The general rules of law regarding liability for property damage due to negligence or willful acts or omissions shall apply to all such connections, lines, and/or facilities located on a Lot for the benefit and use of another Lot.

6.03 Party Walls.

(a) Each wall which is built as part of the original construction of the residences on the Lots within each Building and placed on the dividing line between the Lots shall constitute a party wall.

(b) Mutual reciprocal easements for mutual support are hereby established for all party walls.

(c) The cost of reasonable maintenance, repair, and replacement of party walls shall be shared equally by the Owners of the Lots who make use of the party wall.

(d) The general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply to all party walls.

(e) The right of any Owner to contribution from any other Owner with respect to a party wall shall be appurtenant to and run with title to each Lot and shall pass to and be binding on all successors-in-title.

6.04 Encroachments. If any portion of the Common Area encroaches upon any Lot, or if any Lot encroaches upon any other Lot or the Common Area, as a result of the manner in which the Buildings are constructed, or due to settling, shifting, alteration, replacement, repair, or restoration by the Association, an easement for such encroachment, and maintenance of such encroachment, shall automatically be deemed to exist.

6.05 Views. Views from any particular Lot or with respect to any area of the Property are not assured or guaranteed in any way. There is no assurance or warranty concerning the preservation of any view and each Owner acknowledges and agrees that there are no view easements or view rights appurtenant to any Lot.

ARTICLE VII

Insurance

7.01 Casualty Insurance and General Liability Insurance.

(a) The Association shall keep all insurable improvements and fixtures of the Common Area and the Buildings insured against loss or damage by fire for the full replacement cost thereof and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance.

(b) The insurance coverage with respect to the Common Area and Buildings shall be written in the name of, and the proceeds thereof shall be payable to the Association.

(c) Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried.

(d) The Association shall obtain and maintain such comprehensive general liability insurance as the Association shall deem appropriate to provide protection from claims because of bodily injury or death or damage to property, including without limitation potential liability arising from the use of the Association's pool and related facilities.

(e) Premiums for all insurance carried by the Association are common expenses included in the Annual Assessment made by the Association.

(f) Any mandatory provisions of governing law that conflict with any of the provisions of this Declaration shall automatically be deemed to be incorporated herein and the conflicting provision herein deleted or superseded thereby.

7.02 Replacement or Repair.

(a) In the event of damage to or destruction of any part of the Common Area or any Building, the Association shall repair or replace the same from the insurance proceeds available.

(b) If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment to cover the additional cost of repair or replacement not covered by the insurance proceeds.

7.03 Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed and to provide protection from claims because of bodily injury, death and/or damage to property.

ARTICLE VIII
Rights of Lenders

8.01 Validity of Mortgage Lien. No breach of the covenants, conditions, or restrictions contained herein, or the enforcement of any lien provisions herein, shall affect, impair, defeat, or render invalid the lien or charge of any mortgage or trust deed made in good faith and for value encumbering any Lot, but all of said covenants, conditions, and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Lot.

8.02 Priority of Assessment Lien.

(a) The lien provided for in Article IV hereof regarding the payment of Assessments shall be subordinate to the lien of any mortgage or trust deed which was recorded against the subject Lot prior to the date any such Assessment becomes due.

(b) If any Lot subject to a lien created by any provision hereof shall be subject to the lien of a previously recorded mortgage or trust deed, then: (i) the foreclosure of any lien created by this Declaration shall not operate to affect or impair the lien of such mortgage or trust deed; and (ii) as the result of the foreclosure of the lien of said mortgage or trust deed, the purchaser at such foreclosure (including the mortgagee or beneficiary of a trust deed if they purchase the Lot pursuant to a credit bid at the foreclosure) shall take title free of the lien hereof for an Assessments payable prior to such foreclosure but subject to the lien hereof for all Assessments payable subsequent to such foreclosure, and further subject to a lien resulting from a reallocation to all Lots within the Property of the Assessments that were secured by the lien in favor of the Association that was extinguished as a result of the foreclosure.

(c) Nothing herein shall be construed to release any Owner from their personal obligation to pay for any Assessment levied pursuant to this Declaration while they owned a Lot.

8.03 Curing Defaults. A mortgagee or the beneficiary of any trust deed against a lot shall have the right, but not the obligation, to cure any default with respect to the Lot against which such mortgage or trust deed is recorded.

8.04 Mortgagees Furnishing Information. Mortgagees, beneficiaries of trust deeds, their servicing agents, and other agents and representatives are hereby authorized by the Owners to furnish information to the Board concerning the status of any loan encumbering a Lot.

8.05 Conflicts. In the event of any conflict between any of the provisions of this Article VIII and any of the other provisions of this Declaration, the provisions of this Article VIII shall control.

ARTICLE IX

General Provisions

9.01 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, obligations, or provisions of this Declaration; provided, however, that only the Association shall have the right to levy, enforce, and collect Assessments pursuant to this Declaration. Failure by the Association or by any Owner to enforce any provision herein shall in no event be deemed a waiver of the right to do so at any time thereafter.

9.02 Attorney Fees. In the event of any litigation, action, arbitration, or other proceeding arising from this Declaration, or otherwise concerning the rights or duties of any Person under this Declaration, then in addition to any other relief which may be granted, the prevailing party shall be entitled to recover its reasonable costs and attorney fees incurred therein.

9.03 Severability. If any provision of this Declaration, or the application of such provision to any Person, Lot, or circumstance, shall be held invalid, the remainder of this Declaration, or the application of such provision to Persons, Lots, or circumstances other than those as to which it is held invalid, shall remain in full force and effect and shall not be affected thereby.

9.04 Captions and Pronouns.

(a) Captions are used in this Declaration for convenience only and are not intended to be used in the construction or in the interpretation of this Declaration or any provision thereof.

(b) In this Declaration, whenever the context requires, the masculine, feminine and neuter genders include the other genders, the singular number includes the plural, and the plural number includes the singular.

9.05 Term. This Declaration shall run remain in full force and effect perpetually from and after the date of this Declaration is recorded unless and until amended in whole or in part as provided for herein.

.06 Amendment. This Declaration may be amended in whole or in part by the affirmative vote of Owners of no less than two-thirds (2/3) of the Lots. Any amendment must be recorded in the office of the Utah County Recorder. Notwithstanding anything to the contrary herein, provisions must be made in all events to ensure that the Common Area is maintained at all times.

EXHIBIT A

The real property that is subject to the foregoing Declaration is located in Provo, Utah County, Utah, consisting of a part of the Southeast Quarter of Section 1, Township 7 South, Range 2 East, Salt Lake Base and Meridian, as described in the plat map for Ironton Rail Townhomes Subdivision, Plat "A," recorded in the office of the Utah County Recorder on November 19, 2019, as Entry No. 121424:2019.

The real property that is subject to the foregoing Declaration is also described as follows.

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, and 44, Ironton Rail Townhomes Subdivision, Plat "A," according to the official plat thereof on file and of record in the office of the Utah County Recorder.

Consisting of approximately 3.249 acres.

Serial Nos.	42:095:0001	42:095:0016	42:095:0031
	42:095:0002	42:095:0017	42:095:0032
	42:095:0003	42:095:0018	42:095:0033
	42:095:0004	42:095:0019	42:095:0034
	42:095:0005	42:095:0020	42:095:0035
	42:095:0006	42:095:0021	42:095:0036
	42:095:0007	42:095:0022	42:095:0037
	42:095:0008	42:095:0023	42:095:0038
	42:095:0009	42:095:0024	42:095:0039
	42:095:0010	42:095:0025	42:095:0040
	42:095:0011	42:095:0026	42:095:0041
	42:095:0012	42:095:0027	42:095:0042
	42:095:0013	42:095:0028	42:095:0043
	42:095:0014	42:095:0029	42:095:0044
	42:095:0015	42:095:0030	

EXHIBIT B

{Articles of Incorporation are attached hereto}

RECEIVED
MAR 16 2020

Utah Div. of Corp. & Comm. Code

**ARTICLES OF INCORPORATION
OF
IRONTON RAIL TOWNHOMES OWNERS ASSOCIATION
a Utah nonprofit corporation**

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act, Ironton Rail Townhomes Owners Association, a Utah nonprofit corporation, hereby adopts the following Articles of Incorporation.

ARTICLE I

Name

The name of the corporation is Ironton Rail Townhomes Owners Association (the "Association").

ARTICLE II

Principal Office

The principal office of the Association shall initially be located at 8793 Pinehurst Drive, Eagle Mountain, Utah 84005. The principal office may be changed at any time by the Board of Trustees of the Association without amending these Articles of Incorporation by updating the information for the Association on file with the Utah Department of Commerce, Division of Corporations and Commercial Code (the "Division").

ARTICLE III

Registered Agent

The name and address of the initial registered agent of the Association are as follows.

George Wright
8793 Pinehurst Drive
Eagle Mountain, Utah 84005

The registered agent may be changed at any time by the Board of Trustees of the Association without amending these Articles of Incorporation by updating the information for the Association on file with the Division.

ARTICLE IV

Purposes and Powers

The specific purposes for which the Association has been formed include the following:

(a) To act and operate exclusively as a nonprofit corporation pursuant to the laws of the State of Utah;

(b) To maintain, operate, and govern a residential townhome development in Provo, Utah, as set forth in the plat map for Ironton Rail Townhomes Subdivision, Plat "A", recorded in the office of the Utah County Recorder on November 19, 2019, as Entry No. 121424:2019 (the "Development");



(c) To act as an association (or homeowner association) pursuant to the provisions of the Utah Community Association Act, as the same has been and may yet be amended from time to time; and

(d) Without limiting the generality of the above, the specific power to fix, levy, and collect assessments associated with the Development, as well as the specific power to manage, maintain, improve, and regulate the use of the common areas within the Development.

ARTICLE V
Membership

(a) The Association shall have a single class of membership, consisting of all record owners (an "Owner" or "Owners") of the lots within the Development, with one membership for each lot. The term Owner is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, such as a mortgage, trust deed, or other security interest, nor shall it include persons or entities purchasing a lot under contract until such contract is fully performed and legal title to the lot conveyed.

(b) Each Owner shall be entitled and required to be a member of the Association; membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. Each membership shall be appurtenant to the lot to which it relates, cannot be severed therefrom, and shall be transferred automatically by conveyance of that lot.

(c) If title to a lot is held by more than one person or entity, then the membership appurtenant to that lot shall be shared by all such persons or entities in the same proportionate interests and by the same type of tenancy in which title to the lot is held.

(d) No shares of stock shall be issued to evidence ownership in the Association, but rather record title to a lot shall be conclusive evidence of membership.

ARTICLE VI
Board of Trustees

The affairs of this Association shall be managed by a Board of Trustees consisting of no less than three (3) trustees. The number, qualifications, and terms of the trustees shall be as set forth in the Association's Bylaws. The names and addresses of the initial trustees are as follows.

George Wright
8793 Pinhurst Drive
Eagle Mountain, Utah 84005

Jeffrey W. Trueman
643 Las Barrancas Drive
Danville, California 94526

Jon Naseath
5275 S. Acheron Avenue
Meridian, Idaho 83709

The individuals serving on the Board of Trustees at any given time shall be changed pursuant to the vote of the Owners as set forth in the Bylaws without amending these Articles of Incorporation and by updating the information for the Association on file with the Division.

ARTICLE VII
Officers

The Association shall have officers with duties as prescribed in the Association's Bylaws. The names and addresses of the initial officers are as follows.

President: George Wright
8793 Pinchurst Drive
Eagle Mountain, Utah 84005

Vice-President: Jeffrey W. Trueman
643 Las Barrancas Drive
Danville, California 94526

Secretary: Jon Naseath
5275 S. Acheron Avenue
Meridian, Idaho 83709

The individuals serving as officers at any given time shall be changed as set forth in the Bylaws without amending these Articles of Incorporation and by updating the information for the Association on file with the Division.

ARTICLE VIII
Duration

The Association shall exist perpetually, unless sooner dissolved according to law.

ARTICLE IX
Amendments

Amendment of these Articles of Incorporation shall require the written consent of no less than two-thirds (2/3) of the entire membership of the Association.

ARTICLE X
Rules and Regulations

To the extent that the same are not inconsistent with these Articles of Incorporation, the Board of Trustees may adopt, amend, repeal, and enforce reasonable rules and regulations governing the operation of the Association and use of the common areas within the Development.

ARTICLE XI
Contracts With Trustees or Officers

Any person, including an officer or trustee of the Association, may deal or contract with the Association, provided that no person or entity shall be paid any fee, salary, or rent or other payment of any kind in excess of the fair market value for the service rendered, goods furnished, or facilities or equipment rented; provided further, that at a meeting of Board of Trustees, or a committee thereof having authority to authorize or confirm such contract or transaction, it shall be approved by the majority of such quorum consisting of disinterested trustees or committee members.

ARTICLE XII
Indemnification of Trustees & Officers

(a) The Association may, but shall not be required to, indemnify any and all persons who may have served at any time as trustees or officers, and their respective heirs, administrators, successors, and assigns, against any and all expenses, including amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they are made a party, or which may be asserted against them, primarily because they served as a trustee or officer of the Association, except in relation matters as to which any such trustee or officer shall be adjudged to be liable for his or her own gross negligence or other misconduct in the performance of his her duties.

(b) Such indemnification shall be in addition to any other rights to which those indemnified may be entitled to under any law, bylaw, agreement, vote of Owners, or otherwise.

ARTICLE XIII
Incorporator

The incorporator of the Association is as follows:

Dwayne A. Vance
3100 W. Pinebrook Road, Suite 2400
Park City, Utah 84098

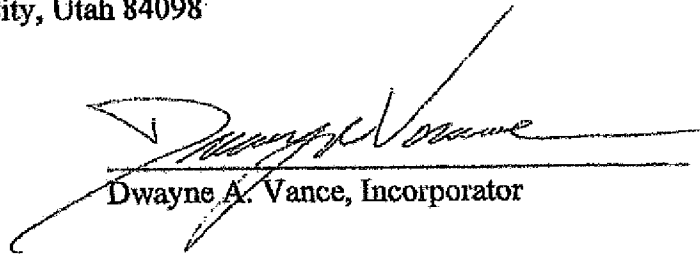

Dwayne A. Vance, Incorporator

EXHIBIT C

{Bylaws are attached hereto}

**BYLAWS
OF
IRONTON RAIL TOWNHOMES OWNERS ASSOCIATION**
a Utah nonprofit corporation

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act (the “Nonprofit Corporation Act”), the following Bylaws of Ironton Rail Townhomes Owners Association, a Utah nonprofit corporation (the “Association”), are hereby adopted.

Capitalized terms herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Ironton Rail Townhomes on file and of record in the office of the Utah County Recorder.

ARTICLE I

Organization, Offices and Property

1.01 Name. The name of the Association is Ironton Rail Townhomes Owners Association.

1.02 Principal Place of Business. The principal office of the Association shall initially be located at 8793 Pinchurst Drive, Eagle Mountain, Utah 84005. The Association’s principal place of business may be changed from time to time as the Board may determine. The business operations of the Association may be conducted at the principal place of business identified above and/or at such other locations as the Board may determine from time to time.

1.03 Property. All property and assets of the Association shall be owned by, and be held in the name of, the Association as an entity, and no trustee, officer, or Owner shall have any ownership interest in such property or assets in their individual capacity.

1.04 Individual Obligations. The property and assets of the Association shall be used solely for the benefit of the Association, and no property or asset of the Association shall be transferred or encumbered for or in payment of the individual obligation of any trustee, officer, or Owner.

1.05 Governing Law. The Association shall be governed by, and operated in accordance with, Utah law, and, in particular, the Nonprofit Corporation Act and the Community Association Act, as the same has been and may yet be amended from time to time.

1.06 Further Instruments. The Association and its trustees, officers, and Owners shall execute, acknowledge, file, and record such other instruments as may be required by these Bylaws, the Articles, the Declaration, the Nonprofit Corporation Act, the Community Association Act, or otherwise by law.

ARTICLE II

Owners

2.01 Place of Meetings. Meetings of Owners shall be held at any place within Utah County, Utah, which shall be designated by the Board. In the absence of any such designation, meetings of Owners shall be held at the principal office of the Association.

2.02 Annual Meetings. The annual meeting of Owners shall be held each year on a date and at a time designated by the Board. At each annual meeting trustees shall be elected, if and as needed, and any other proper business may be transacted.

2.03 Special Meetings.

(a) A special meeting of Owners may be called by a majority of the Board, or the President, and must be called by the President if requested by Owners of no less than twenty-five percent (25%) of the votes entitled to be cast at such meeting.

(b) If a special meeting is requested by any Owners, then the request shall be in writing, specifying the time of such meeting and the general nature of the business proposed to be transacted, and shall be delivered personally, or sent by certified mail return receipt requested, or by any commercial courier service provided that a signature is obtained to confirm delivery, to the President or Secretary of the Association. The President shall cause notice to be promptly given to the Owners entitled to vote, in accordance with the provisions of Sections 2.04 and 2.05 hereof, that a meeting will be held at the time requested by the Owners calling the meeting, which shall be not less than thirty (30) nor more than sixty (60) calendar days after the receipt of the request by the President or Secretary. If the notice is not given within twenty (20) calendar days after receipt of the request by the President or Secretary, then the Owners requesting the meeting may give the notice. Nothing contained in this paragraph or this Section 2.03 shall be construed as limiting, fixing, or affecting the time when a meeting of Owners called by action of the Board may be held.

2.04 Notice of Meetings of Owners. All notices of meetings of Owners shall be sent or otherwise given in accordance with Section 2.05 hereof not less than ten (10) nor more than sixty (60) calendar days before the date of the meeting. The notice shall specify the place, date, and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of the annual meeting, those matters which the Board intends, at the time of giving the notice, to present for action by the Owners, but the Board may bring up any item of business for action by the Owners at the annual meeting whether or not such matter is identified in the notice of the annual meeting.

2.05 Manner of Giving Notice.

(a) Notice of any meeting of Owners shall be given either personally, or by first-class mail, or by e-mail transmission, or by any other means of electronic notification as may be authorized pursuant to a written resolution of the Board, or by any other means permitted by the Nonprofit Corporation Act or the Community Association Act, addressed to the Owner at the address or e-mail or other contact information of that Owner appearing on the books of the Association or given by the Owner to the Association for the purpose of notice. If no such contact information appears on the Association's books or is given by the Owner, then notice shall be deemed to have been given if sent to that Owner by first-class mail to the mailing address on file with Salt Lake County for purposes of notices relating to property taxes for the Lot owned by that Owner. Notice shall be deemed to have been given at the time when delivered personally, or deposited in the mail, or sent by e-mail transmission, or as otherwise permitted by the Nonprofit Corporation Act or the Community Association Act.

(b) A certificate of the mailing or other means of giving the notice of any meeting of Owners shall be executed by the officer or other agent of the Association giving the notice, and shall be filed and maintained in the books and records of the Association.

2.06 Quorum. The presence in person or by written proxy of Owners representing a majority of the votes entitled to be cast at any meeting of Owners shall constitute a quorum for the transaction of business. The Owners present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Owners to leave less than a quorum, if any action taken (other than adjournment) is approved by Owners representing at least a majority of the votes required to constitute a quorum.

2.07 Voting.

(a) Owners shall be entitled to cast one (1) vote for each Lot owned. If a Lot is owned jointly by more than one Person, then the Persons collectively owning that Lot must decide how to cast the vote appurtenant to that Lot, and absent an objection at the time the votes are cast then the vote of any Person owning a Lot shall be conclusively deemed to be the vote of all Persons collectively constituting the Owner of that particular Lot.

(b) A vote of the Owners may be by voice vote or by written ballot, provided, however, that any election of trustees must be by written ballot if demanded by any Owner before the voting has begun.

(c) Once a quorum is present, the affirmative vote of Owners holding a majority of the votes represented at the meeting and entitled to vote on any matter shall constitute a valid act of the Owners (unless a greater vote is required by the Association's governing documents or by law for a particular matter).

(d) At a meeting of Owners at which trustees are to be elected, no Owner shall be entitled to cumulate votes (i.e., cast for any one or more candidates a number of votes greater than the number of votes associated with each membership interest held by that Owner) unless the candidates' names have been placed in nomination prior to commencement of the voting and an Owner has given notice, prior to commencement of the voting, of the Owner's intention to cumulate votes. If any Owner has given such notice, then every Owner entitled to vote may cumulate votes for candidates in nomination and give a single candidate a number of votes equal to the number of trustees to be elected multiplied by the number of votes to which that Owner is entitled to cast, or distribute the Owner's votes on the same principle among any or all of the candidates. The candidates receiving the highest number of votes, up to the number of trustees to be elected, shall be elected.

2.08 Waiver of Notice or Consent by Absent Owners.

(a) The transactions of any meeting of Owners, either annual or special, however called and noticed, and wherever held, shall be as valid as though conducted at a meeting duly held after regular call and notice if a quorum is present either in person or by written proxy, and if either before or after the meeting each Owner entitled to vote who was not present in person or by written proxy signs a written waiver of notice, or a consent to a holding of the meeting, or an approval of the minutes. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any annual or special meeting of Owners. All such waivers,

consents, or approvals shall be filed with the Association records and made a part of the minutes of the meeting.

(b) Attendance by an Owner at a meeting shall constitute a waiver of notice of that meeting, except when the Owner objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

2.09 Action by Written Consent Without a Meeting.

(a) Any action which may be taken at any annual or special meeting of Owners may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, is signed by all of the Owners entitled to vote with respect to the subject matter thereof. Such action by written consent shall have the same force and effect as a unanimous vote of the Owners. All such written consents shall be filed with and maintained as part of the Association records.

(b) Any Owner giving written consent, or the Owner's written proxy holders, or an Owner's successor in interest, or the personal representative of the Owner or their respective written proxy holders, may revoke the consent in a writing sent to and received by the Association before written consents of all Owners have been filed with the Association.

2.10 Proxies. Every Owner entitled to vote for trustees or on any other matter shall have the right to do so either in person or by one or more agents authorized by written proxy signed by the Owner and filed with the Association. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the Owner executing it, before the vote pursuant to that proxy, by a writing delivered to the Association stating that the proxy is revoked, or by a subsequent proxy executed by, or attendance at the meeting and voting in person by, the Owner executing the proxy, or (ii) written notice of the death or incapacity of the maker of that proxy is received by the Association before the vote pursuant to that proxy is counted; provided, however, that no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise expressly stated in the proxy.

2.11 Inspectors of Election.

(a) Before any meeting of Owners, the Board may appoint any Person other than nominees for office to act as inspectors of election at the meeting or its adjournment. If no inspectors of election are so appointed, the presiding officer of the meeting may, and on the request of any Owner or an Owner's proxy shall, appoint inspectors of election at the meeting. The number of inspectors shall be either one (1) or three (3).

(b) If inspectors are appointed at a meeting on request of one or more Owners or proxies, a majority of the Owners present in person or by proxy at the meeting shall determine whether one (1) or three (3) inspectors are to be appointed. If any Person appointed as inspector fails to appear or fails or refuses to act, then the presiding officer of the meeting may, and upon the request of any Owner or an Owner's proxy shall, appoint a Person to fill that vacancy.

(c) The inspectors shall:

(i) Determine the number of membership interests present at the meeting in person or by written proxy and the voting power of each, the existence of a quorum, and the authenticity, validity, and effect of any written proxy;

- (ii) Receive votes, ballots, or consents;
- (iii) Hear and determine all challenges and questions in any way arising in connection with the right to vote;
- (iv) Count and tabulate all votes or consents;
- (v) Determine when the polls shall close;
- (vi) Determine the result; and
- (vii) Do any other acts that may be proper to conduct the election or vote with fairness to all Owners.

ARTICLE III **Board of Trustees**

3.01 Powers. Subject to the provisions of the Nonprofit Corporation Act, the Community Association Act, and any limitations in these Bylaws, the Articles, or the Declaration relating to action required to be approved by the Owners, the business and affairs of the Association shall be managed, and all corporate powers shall be exercised by or under the direction of the Board. Without prejudice to these general powers, and subject to the same limitation, the Board shall have the power to do to the following:

- (a) Select and remove all officers, agents and employees of the Association; prescribe any powers and duties for them that are consistent with law (including without limitation the Nonprofit Corporation Act and the Community Association Act), with the Articles, and with these Bylaws; fix their compensation, if any; and, in the discretion of the Board, require them to post a bond or other security for faithful service;
- (b) Change the principal office of the Association from one location to another;
- (c) Designate any place within Salt Lake County, Utah for the holding of any meeting of Owners, including annual meetings; and
- (d) Borrow money and incur indebtedness on behalf of the Association, and cause to be executed and delivered for the Association's purposes, in the corporate name, promissory notes, deeds of trust, mortgages, and other evidences of debt and securities.

3.02 Number. The number of the trustees of the Association shall be three (3).

3.03 Election and Term of Office.

- (a) Each trustee shall serve for a term of three (3) years.
- (b) The terms of office of the trustees shall be staggered such that one trustee is elected at every annual meeting of the Owners. Such terms shall remain in place even if a successor trustee is elected to fill the remainder of an otherwise unexpired term.
- (c) The trustees shall be elected by the Owners at the annual meeting of Owners.

3.04 Vacancies.

- (a) Vacancies in the Board shall be filled on an interim basis by a majority vote of the remaining trustees, though less than a quorum, or by a sole remaining trustee.

(b) Each trustee elected on an interim basis by the Board shall hold office until the next annual meeting of the Owners. If the term of office of the successor trustee is scheduled to extend beyond the next annual meeting of Owners, then at that annual meeting of Owners the Owners shall elect a successor trustee to serve for the remainder of the unexpired term of office (and the successor trustee so elected may be the same or may be different than the trustee elected by the Board on an interim basis).

(c) Notwithstanding anything to the contrary in these Bylaws, in the event that a vacancy is created by the removal of a trustee by the vote or written consent of the Owners or by court order, then such vacancy may be filled only by a majority vote of a duly constituted quorum of Owners, and the successor trustee shall serve for the remainder of the unexpired term of office.

3.05 Resignation. Any trustee may resign effective upon giving written notice to the Board or the President, unless the notice specifies a later time for the resignation to become effective.

3.06 Participation in Meetings. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all trustees participating in the meeting can hear and be heard by one another, and all such trustees shall be deemed to be present in person at the meeting.

3.07 Annual Meeting. Immediately following each annual meeting of Owners, the Board shall hold a regular meeting for the purpose of organization, the election of officers, and the transaction of other business. No notice of this meeting other than this Section 3.07 need be given.

3.08 Other Regular Meetings. Regular meetings of the Board may be held at such times and places as have been designated from time to time by resolution of the Board. Such regular meetings may be held without notice other than this Section 3.08 and such resolution, except that if any such regular meeting is rescheduled by the President, then notice of the date, time, and place of the rescheduled meeting shall be delivered to each trustee personally, or by first-class mail, or by e-mail transmission, or by mobile text message, or by any other means of notice permitted by the Nonprofit Corporation Act or the Community Association Act, at least three (3) calendar days prior to the date and time of the rescheduled meeting.

3.09 Special Meetings. Special meetings of the Board for any purpose may be called at any time by the President or by any two (2) trustees. Notice of the date, time, and place of a special meeting shall be delivered to each trustee personally, or by first-class mail, or by e-mail transmission, or by mobile text message, or by any other means of notice permitted by the Nonprofit Corporation Act or the Community Association Act, at least three (3) calendar days prior to the date and time of the special meeting. The notice need not specify the purpose of the meeting.

3.10 Quorum. A majority of the existing trustees shall constitute a quorum for the transaction of business. Except as otherwise required by law (including without limitation the Nonprofit Corporation Act and the Community Association Act), every act or decision done or made by a majority of the trustees present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board. A meeting at which a quorum is initially present may

continue to transact business notwithstanding the withdrawal of trustees, if any action taken is approved by at least a majority of the required quorum of that meeting.

3.11 Waiver of Notice.

(a) The transaction of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though conducted at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the trustees not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the association records and made a part of the minutes of the meeting.

(b) Attendance by a trustee at a meeting shall also constitute a waiver of notice of that meeting, except when the trustee objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

3.12 Action Without Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board shall collectively consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board. All such written consents shall be filed with and maintained as part of the Association records.

3.14 Compensation of Trustees. Each trustee shall serve on a voluntary basis, without compensation. Nevertheless, a trustee shall not be precluded from serving the Association in any other capacity and receiving reasonable compensation therefor. However, any salary or other compensation paid to any trustee for services rendered in any capacity other than as a trustee shall be approved by a majority of the other trustees.

ARTICLE IV **Committees**

4.01 Creation. From time to time the Board may create a committee or committees for such purposes as the Board may determine. Each such committee shall consist of no less than one (1) trustee who shall serve as the chair of such committee, and may also consist of other Persons as determined by the Board.

4.02 Powers. Each committee shall address whatever matter is assigned to it by the Board, and shall report to the Board, unless expressly and specifically directed otherwise by the Board. The Board shall have the power and discretion to accept or reject any recommendation made by a committee.

4.03 Rules and Procedure. A majority of the members of any committee may fix its rules of procedure, subject to the approval of the Board.

ARTICLE V **Officers**

5.01 Officers. The regular officers of the Association shall be a President, a Vice-President, and a Secretary.

5.02 Subordinate Officers. The Board, in its discretion, may appoint such other officers as the business of the Association may require (such as a separate Treasurer from the Secretary, etc.), each of whom shall hold office for such period, have such authority, and perform such duties as the Board may determine from time to time.

5.03 Appointment of Officers. Except as otherwise set forth in these Bylaws, the officers of the Association shall be appointed by, and serve at the will of, the Board.

5.04 Removal. Subject to the rights, if any, of an officer under any written contract of employment, any officer may be removed, either with or without cause, by the Board, at any regular or special meeting of the Board.

5.05 Resignation. Any officer may resign effective upon giving written notice to the Board, unless the notice specifies a later time for the resignation to become effective. Any such resignation is without prejudice to the rights, if any, of the Association under any written contract to which the officer is a party.

5.06 Vacancies in Offices. A vacancy in office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office.

5.07 President.

(a) The President shall be the senior member of the Board and typically shall serve as President for the remaining year of their term serving on the Board.

(b) The President shall have general supervision, direction, and control of the day to day business and operations of the Association, and of the officers of the Association.

(c) The President, if present, shall preside at all meetings of the Board and Owners.

(d) The President shall not have the authority to bind the Association or its assets by contract or otherwise, except as specifically authorized in advance by the Board.

(e) Except as otherwise provided in these Bylaws, the President shall have the general powers and duties of management usually vested in the office of the president of a corporation and shall have such other powers and duties as may be prescribed by the Board from time to time.

5.08 Vice-President.

(a) The Vice-President shall be the second most senior member of the Board and typically shall serve as Vice-President during the second year of their term serving on the Board.

(b) In the absence of the President, the Vice-President shall preside at meetings of the Board and Owners, and shall have general supervision, direction and control of the day to day business and operations of the Association, and of the officers of the Association.

(c) The Vice-President shall serve as the Chair of the Architectural Committee.

(d) The Vice-President shall have such other powers and duties as may be prescribed by the Board from time to time.

5.09 Secretary.

(a) The Secretary need not be a member of the Board, shall be appointed by, and serve at the will of, the Board.

(b) The Secretary shall keep, or cause to be kept, at the Association's principal office or such other place as the Board may direct, a book of minutes of all meetings and actions of the Board and Owners, including the time, place and nature of the meetings and actions, how authorized, the notice given, the names of those present at meetings of the Board, the names of those present and the number of Lots present or represented at meetings of the Owners, and the proceedings thereof.

(c) The Secretary shall give, or cause to be given, notice of all meetings of the Owners and of the Board required to be given by these Bylaws or by law.

(d) The Secretary shall keep, or cause to be kept, at the Association's principal office or such other place as the Board may direct, a current list of all Owners, showing the names of all Owners, their current mailing addresses, their current e-mail addresses (if known), and the Lot which they own.

(e) The Secretary shall be responsible for preparing and maintaining all other records and information required to be kept by the Association by law, and for authenticating records of the Association.

(f) The Secretary shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and shares.

(g) The Secretary shall deposit all monies and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board. The Secretary shall disburse the funds of the Association as may be ordered by the Board, shall render to the President and the Board, whenever they request it, an account of all such transactions and of the financial condition of the Association.

(h) The Secretary shall have such other powers and duties as may be prescribed by the Board from time to time.

5.10 Compensation of Officers. Each officer shall serve on a voluntary basis, without compensation, unless the compensation to an officer has been approved by a majority of the disinterested trustees or a majority of a quorum of disinterested Owners. Nevertheless, an officer shall be reimbursed for reasonable out-of-pocket expenses incurred by the officer on behalf of or for the benefit of the Association.

ARTICLE VI
General Matters

6.01 Maintenance and Inspection of Association Records. The books, records, and documents of every kind shall be open to inspection the by trustees and Owners as prescribed by Utah law.

6.02 Financial Statements. Copies of any annual and other periodic financial statements, if any, of the Association shall be kept on file in the principal office of the Association for at least five (5) years following the preparation of such documents.

6.03 Checks, Drafts, Evidences of Indebtedness. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such Person and in such manner as shall be determined by resolution of the Board from time to time.

6.04 Contracts and Instruments. Except as otherwise expressly set forth in these Bylaws, the Board may authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of the Association, this authority may be general or confined to specific instances, and unless so authorized or ratified by the Board or within the agency power of an officer, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any account.

6.05 Liability Insurance.

(a) The Association, in the discretion of the Board, may purchase and maintain liability insurance on behalf of the Association, or on behalf of a Person who is or was a trustee, officer, employee, fiduciary, or agent of the Association, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a trustee, officer, employee, fiduciary, or agent, whether or not the Association would have power to indemnify him or her against the same liability under applicable law.

(b) Insurance may be procured from any insurance company designated by the Board, whether the insurance company is formed under the laws of the State of Utah or any other jurisdiction of the United States or elsewhere, including any insurance company in which the Association has an equity or any other interest through stock ownership or otherwise. The amount of such insurance shall be determined by the Board in its discretion.

6.06 Amendments. Amendments to these Bylaws may be made by the Board or by the Owners provided by law.

6.07 Captions and Pronouns.

(a) Captions are used these Bylaws for convenience only and are not intended to be used in the construction or in the interpretation of these Bylaws or any provision thereof.

(b) In these Bylaws, whenever the context requires, the masculine, feminine, and neuter genders include the other genders, the singular number includes the plural, and the plural number includes the singular.

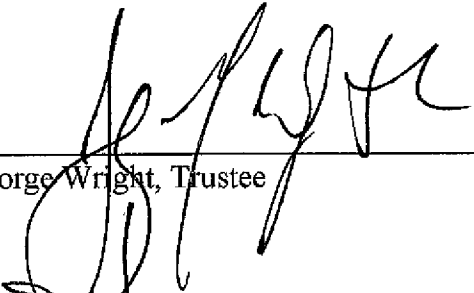
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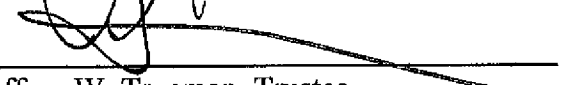
CERTIFICATE OF ADOPTION

The undersigned hereby certify that they are the currently acting trustees of the Ironton Rail Townhomes Owners Association and that the foregoing Bylaws of the Ironton Rail Townhomes Owners Association have been unanimously adopted by the Board and are now in full force and effect. This Certificate of Adoption may be signed in counterparts.


Dated effective as of March 16, 2020.



George Wright, Trustee



Jeffrey W. Trueman, Trustee



Jon Naseath, Trustee