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**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
FOR
FOREST GLEN PLAT "A" SUBDIVISION
(with Bylaws)**

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR THE FOREST GLEN PLAT A SUBDIVISION is made on the date evidenced below by the Forest Glen Plat A Homeowners Association and specified Lot Owners within Forest Glen Plats "B" and "C" (collectively referred to hereafter as "the Association").

RECITALS

A. This Amended and Restated Declaration of Protective Covenants for Forest Glen Plat A Subdivision (hereafter "Amended Declaration") hereby supercedes and replaces in its entirety the following Protective Covenants:

(1) Protective Covenants Forest Glen Plat "A" Subdivision, recorded September 25, 1962, in Book 1967, Page 405, et seq., as Entry No. 4871238, Recorder's Office, Salt Lake County.

B. It is the intention of the Association to maintain the properties bound by this Amended Declaration as a first class community and to help ensure that a uniform plan and scheme of development is maintained. Unto that end, the Association has adopted, imposed and subjected the property hereinafter described to these amended and restated covenants, conditions, restrictions, easements, charges and liens (collectively, the "Covenants"), for the following purposes: (1) To ensure uniformity in the development and maintenance of the Lots (as hereinafter defined) in the Community (as hereinafter defined). (2) To protect property values and enhance the quality of life by adhering to a uniform plan of development in the Community by reason of its ability to assure such Owners and future purchasers of uniformity.

C. Amended and Restated Bylaws are hereby attached hereto.

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

ARTICLE I
DEFINITIONS

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

1.1 "Architectural Review Committee" or "ARC" means that committee constituted and acting pursuant to Article VII below. The Board may serve and act as the ARC.

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

1.3 "Association" means and refers to the Forest Glen Plat A Homeowners Association, Inc. and those Lots within Plats "B" and "C" that have been subjected to this Amended Declaration.

1.4 "Board of Directors" means the governing body, elected by the Lot Owners, to govern and manage the common affairs of the Association.

1.5 "Community" means all of the land described in the relevant Plat Map(s) and any property annexed to this Declaration as provided in Article II below.

1.6 "Community Wide Standard" means the standard of conduct, maintenance, or other activity generally prevailing in the community, as defined by the Board of Directors from time to time.

1.7 "Improvements" means every structure or improvement of any kind, including but not limited to any Living Unit,

deck, porch, awning, fence, garage, carport, driveway, storage shelter or other product of construction efforts on or in respect to the Property.

1.8 "Living Unit" or "Unit" means a Lot or two or more contiguous Lots combined into one parcel with a structure situated upon it that is designated and intended for use and occupancy as a residency by a single family.

1.9 "Lot" or "Lots" means a subdivided parcel, lot or plot of ground and designated by numerals on the Plat.

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

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ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property that is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in Salt Lake 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."

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The Association 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.

ARTICLE III
PROPERTY RIGHTS IN LOTS

3.1 Use and Occupancy. Except as otherwise expressly provided in this Amended Declaration or the Bylaws, the Owner of a Lot shall be entitled to the exclusive use and benefit of such Lot. Each Lot shall be bound by and the Owner shall comply with the restrictions contained in this Declaration and the Bylaws for the mutual benefit of the Owners.

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3.2 Restriction on Lot 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.

3.3 Easements Reserved. In addition to the easements shown on the Plat or provided for under this Declaration, the Bylaws or law, easements over, under and through each Lot are hereby reserved for the benefit of the Owners and the Association for the purpose of (1) performing maintenance required by this Declaration.; (2) for the installation, maintenance and development of utilities or other like facilities; (3) for the use of streets and right-of-ways. It is understood that Salt Lake County is not obligated to improve or maintain any of the streets or rights-of-way within the subdivision. Also that Salt Lake County has approved this subdivision with the understanding that no claim will be made upon it for fire protection, snow removal, garbage collection or similar services.

ARTICLE IV
ENCROACHMENTS

4.1 *No Encroachment.* No Lot shall encroach upon an adjoining Lot without the express written consent of the Architectural Review Committee.

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4.2 *Conveyances.* The conveyance or other disposition of a Lot 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.

4.3 *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.

ARTICLE V
BUDGET, EXPENSES AND ASSESSMENTS

5.1 Covenant for Assessment.

(a) Each Owner, by acceptance of a deed, 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) Regular Annual Assessments ("Regular Assessments")

(2) Special Assessments ("Special Assessments") as provided in Section 5.6 below.

(3) Emergency Assessments ("Emergency Assessments") as provided in 5.9 below.

(4) Individual Assessments ("Individual Assessments") as provided in Section 5.10 below.

(5) Water Fees/Connection Fees. As provided for in Article VIII below, any water fees associated with a Lot shall be collected as an assessment in this Article.

(b) Assessments shall be established and collected as established by the Board.

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

5.2 Apportionment of Assessments.

Assessments shall be apportioned as follows:

(a) Annual, Special and Emergency Assessments. All Lots shall pay a pro rata share of the Annual Assessment, Special Assessments and Emergency Assessments commencing upon the date the Lots are made subject to this Declaration. The pro rata share shall be based upon the total amount of each such assessment divided by the total number of Lots.

(b) Individual Assessments. Individual Assessments shall be apportioned exclusively against the Lots benefitted or to which the expenses are attributable as provided in Section 5.11 below.

(c) Payment of Assessments. Assessments are due upon presentation of an invoice and/or statement from the Board.

5.3 Lien. The Annual Assessment and all other Assessments imposed shall be a charge and continuing lien upon each of the Lots against which the assessment is levied.

5.4 Personal Obligation and Costs of Collection. Assessments imposed under this Declaration, together with late fees and 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 (whether or not a lawsuit or foreclosure action is initiated), shall also be the personal obligation of the Owner holding title to any Lot at the time when the assessment became due.

5.5 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: (1) maintenance and operation of the common areas, costs of utilities and other services including snow removal, as approved from time to time by the Board and; (2) any other items properly chargeable as a common expense of the Association, as determined by the Board.

5.6 Special Assessments. In addition to the Annual Assessments authorized in this article, the Association may levy in any assessment year, a special assessment ("Special Assessment"), applicable for that year only, the cost of any construction, reconstruction, repair or replacement of the common areas, or any other area over which the Association has maintenance responsibilities; provided that such assessment in excess of five thousand dollars (\$5,000.00) shall first be approved by two-thirds (2/3) of the votes of members of the Association voting in person or by proxy at a meeting duly called for such purpose.

5.7 Notice and Quorum for any Action Authorized Under Section 5.6.

(a) Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Section 5.6 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 forty percent (40%) of all of the votes of members entitled to be cast

at such a meeting shall be necessary and sufficient to constitute a quorum.

(b) If the required quorum is not present, 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.

5.8 Commencement and Due Date of Assessments.

(a) Commencement of Assessments. All Lots subject to this Declaration shall be subject to assessment as provided in Section 5.1 above. Assessments shall begin the date the Lot is conveyed to an Owner.

(b) Assessment Due Dates.

(1) The Annual Assessments shall be due and payable upon presentment by the Board, unless otherwise provided by resolution of the Board of Directors, and shall be delinquent if not paid within thirty (30) 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.

5.9 Emergency Assessments. If the Annual Assessments levied at any time are, or will become, inadequate to meet all expenses incurred under this Declaration for any reason, including nonpayment of 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 that establishes a supplemental budget and levies the additional assessment ("**Emergency Assessment**"). The resolution shall specify the reason for the Emergency Assessment. Said assessment shall be collected as any other assessment hereunder and shall be apportioned as provided in this Article.

5.10 Individual Assessments. Any expenses benefitting or attributable to fewer than all of the Lots may be assessed exclusively against the Lots so affected or benefitted ("**Individual Assessment**"). Individual Assessments shall include, but are not limited to (1) assessments levied against any Lot to reimburse the Association for costs incurred in bringing the Lot or its Owner into compliance with the provisions of this Declaration or rules and regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation of this Declaration, the Bylaws or any rules and regulations of the Association; and (2) any reasonable services provided to an unimproved or vacant Lot, if any, by the Association due to an Owner's failure to maintain the same in order to protect the health, safety and welfare of adjoining Lot owners and the Association in general.

5.11 Nonpayment of Assessments. Any assessment or portion thereof not paid within thirty (30) days after the due date (which shall be established by resolution of the Board of Directors) (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 as determined by the Board.

5.12 Enforcement of Lien. The Association may establish and enforce the lien for any Assessment, including Annual, Special, Individual or otherwise, pursuant to the provisions of this Amended Declaration. The lien is imposed upon the Lot against which the Assessment is made. The lien may be established and enforced for damages, interest, costs of collection, late charges permitted by law, and attorneys' fees provided for in this Declaration or by law or awarded by a court for breach of any provisions of this Declaration, the Bylaws or any rules and regulations of the Association. The lien may be foreclosed judicially pursuant to the law of mortgage or non-judicially, pursuant to the law of the foreclosed of Deeds of Trust.

5.13 Exempt Property. All Lots, if any, owned by the Association shall be exempt from the assessments created under this Declaration.

5.14 Reserves Funds. The Association shall establish and maintain a reserve fund for repairs and replacement of the common areas and all other areas over which the Association has maintenance responsibilities that will require repair or replacement between three (3) and thirty (30) years by the allocation to such reserve fund of in an amount to be designated from time to time by the Board of Directors. The fund shall be conclusively deemed to be a common expense of the Association and may 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. The proportional interest of any member of the Association in any reserve fund shall be considered an

appurtenance of such Owner's Lot and shall not be separated from the Lot to which it appertains and shall be deemed to be transferred with the Lot.

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5.15 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 have been paid.

ARTICLE VI
ARCHITECTURAL CONTROL PROVISIONS

6.1 *Living Units on Lots.* Not more than one (1) Living Unit may be located on any Lot.

6.2 *Improvements.*

(a) Completion of Improvements. Unless extended by the Board of Directors in writing, the construction of all Improvements, including painting and all exterior finishes, 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 with construction rules that may be adopted by resolution from time to time by the Board of Directors.

(b) Setbacks. Only detached Living Units shall be erected on the residential Lots. They shall have a setback from the center line of the designated streets of at least twenty-five (25) feet, and from the side lot lines of at least ten (10) feet; provided, the owner of two or more adjacent lots may be build a residential building on said Lots, and these restrictions will apply as if it were one Lot.

(c) Roofing and Siding Materials. All Living Units shall have a dull finished roof and siding, rather than one that is shiny and reflects light. All painting shall be done with

subdued or rustic colors. Bright colors shall not be permitted except as accent colors.

(d) Sanitation Facilities. Approval of sanitation facilities must be granted by the Salt Lake County Board of Health in writing and upon a Lot basis before any dwelling may be occupied.

(e) 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 on any Lot. No prefabricated housing may be installed or maintained on any Lot.

6.3 *Temporary Structures.*

(a) Subject to Subsection (b) of this section, except with the consent of the Board of Directors, no structure of a temporary character shall be used on any Lot at any time as a residence, either temporarily or permanently.

(b) 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 on such Lot.

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ARTICLE VII
ARCHITECTURAL REVIEW COMMITTEE

7.1 Architectural Review.

(a) Committee. Unless otherwise appointed, the Board of Directors shall serve as the Architectural Review Committee ("ARC"). No Improvement shall be commenced, erected, placed or altered on any Lot until an application and construction plans and specifications, showing the nature; shapes, heights, materials, colors and proposed location of Improvements or changes have been submitted to and approved in writing by the 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 as to location with respect to topography and finished grade elevation.

7.2 Architectural Standards and Guidelines.

(a) Adoption. The procedure and specific requirements for review and approval of an application required under Section 7.1 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 all Improvements, including, but not limited to, decks, porches, awnings, carports, garages, and storage structures, color schemes, exterior

finishes and materials and similar features that may be used on the Property and landscaping; however, the Architectural Standards and Guidelines may not be in derogation of the minimum standards established by this Declaration and the Bylaws.

7.3 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.

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

7.5 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.

7.6 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 Lot or incompatible with the Architectural Standards and Guidelines. Considerations such as shape, size, color, design, height, solar access or

other effects on the enjoyment of other Lots and any other factors that the ARC reasonably believe to be relevant, may be taken into consideration by the ARC in determining whether or not to approve any proposal.

7.7 Variances, Nonwaiver, Precedent and Estoppel. If the appropriate facts and circumstances warrant such a finding, the ARC may grant a reasonable variance from any of the requires of this Article. Any such variance, 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.

7.8 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.

7.9 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.

7.10 Noncompliance.

(a) Notice of Hearing. If after receipt of a notice of noncompliance pursuant to Section 7.9(b) 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 noncomplying 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.

7.11 Liability.

Neither the 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, zoning codes or other governmental regulations, all of which are the responsibility of the Owner.

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7.12 Fees. There shall be a \$100.00 application fee for all improvements other than the construction of new Living Unit. 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.

ARTICLE VIII

RESTRICTIONS ON USE - ROADS - WATER

8.1 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. Lots shall be used for residential cabin and second home purposes in accordance with, and subject to, the other provisions of this Declaration and the Bylaws. The Board may adopt additional reasonable rules and regulations/operating procedures to supplement this Article.

(b) Commercial Activities. Except as provided in this subsection, no trade, craft, business, profession, commercial or similar activities of any kind shall be conducted on any Lot or in any other portion of the Community. Nothing in this section shall be construed so as to prevent or prohibit (1) subject to the following, activities relating to the rental or sale of Lots or Living 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, in such Owner's Living Unit; or (3) the right of any contractor or homebuilder to construct a Living Unit on any Lot and to store construction materials and equipment on such Lots in the normal course of construction in accordance with the other provisions of this Declaration.

1. Rental Activities. Members may rent their cabins on a monthly basis, but

shall not rent for any period less than one (1) month. Salt Lake County Building and Zoning ordinance 19.76.280 (as may be amended) requires a Conditional Use Permit to allow rentals for periods of less than one month within Salt Lake County. Properties within Forest Glen Plat "A" do not qualify for "short-term rentals" as defined by Salt Lake County ordinance.

(c) Gates & Keys. Securing all entrances and exits by a locked gate or barricade is hereby deemed a right and responsibility of the Association. Members are required to lock all gate(s) immediately after passing through them. Failure to do so may result in disciplinary action, including fines, as the Board deems appropriate. Any theft, vandalism, or other damage or loss that is a result of the failure to secure such gate(s) by a Member or his/her guests, may result in fines and or legal action for all damages sustained.

(d) Road & Gate Impact Fee. At the time a Member's construction plans are approved by the Board of Directors, a Road and Gate Impact Fee of \$5,000.00 shall be paid to the Association by the Member as a bond against damage to the road system or gates by construction of vehicles or equipment. All or part of the Road Impact Fee may be refunded to the Member within thirty (30) days of the Final Inspection of the Member's structure by the County, and an inspection of the road by the Board of Directors.

(e) Road System Ownership. The road system within Forest Glen Plat "A" properties, together with the rights-or-way as recorded with the Salt Lake County Recorder's Office,

is privately owned in common by the various Members of the Forest Glen Plat "A" Community and those Lots in Plats "B" and "C" that are contiguous to the Plat "A" road system. Each Member in good standing of the Association, therein, has a perpetual easement and the right travel the road system. Lot Owners of properties in Plats "B" and "C" lying immediately contiguous to the road system of Plat "A" have the same rights and responsibilities relative to the roads as to Plat "A" members, and will be assessed and will pay for maintenance and improvements in their proportionate share.

(f) Use of Roads. Travel upon the private roads of Forest Glen Plat "A" by all types of wheeled and/or motorized vehicles is intended solely for the purpose of, and limited to, the entrance (ingress) and exit (egress) from the properties within Forest Glen Plat "A" Community. Vehicles with tracks, such as metal that could damage the roads, are prohibited from the road system at all times. The use of the road systems for recreational purposes is strictly prohibited.

(g) Speed. The speed limitations set forth herein shall be strictly adhered to and enforced. The speed of travel upon the private roads within the Association shall be limited to a maximum of 10 miles per hours, or any such slower speed as conditions may deem appropriate. Violation of this speed limitation by a Lot Owner, their guests and/or invitees, shall subject the Lot Owner to fines and other legal relief as deemed appropriate by the Board of Trustees. Such may shall be levied and collected in the same manner as an unpaid assessment.

(h) Plowing of Roads. Due to the potential danger of damage to the water system and/or road system during the winter

months, the road system shall not be plowed without express permission of the Board of Directors. The Board may decide on a case-by-case basis that portion of the road system that may be plowed for reasons the Board deems appropriate. Members may plow their driveways, but shall not plow community roads without Board approval.

(i) Offensive Activities / Noise. No noxious, offensive or unsightly conditions, including, but not limited to, the placement or storage of car parts and appliances, or activities shall be permitted on any Lot or other portion of the Property, nor shall anything be done in or placed upon any Lot that interferes with or jeopardizes the enjoyment of other Lots or that is a source of annoyance to residents, including but no excessive or offensive noise and/or light shall be permitted at any time. Members are required to observe and respect the 11:30 p.m. curfew as to yard lights, and/or outside music.

(j) 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.

(k) Animals

1. Dogs. Salt Lake County prohibits dogs in Big Cottonwood Canyon, which includes Forest Glen Plat "A." Members and their guests are prohibited from letting dogs run loose within Forest Glen Plat "A." Forest Glen Plat "A" full-time residents may post a security bond with Salt Lake County to obtain an exemption to the ordinance and receive a special watershed tag that enable a dog to be in the canyon. The special watershed tag must be attached to the dog's collar.

2. Cats. Salt Lake County ordinances permit domestic cats within Forest Glen Plat "A," but they cannot run loose, because they are threat to the ecosystem and natural animal life of the forest.

3. Leash Law. Salt Lake County's Leash Law is in effect within Big Cottonwood Canyon. When outside a cabin, dogs with the special watershed tag must be on a leash at all times.

4. Watershed Contamination. Domestic animals present a serious threat to the ecosystem of the forest. To prevent microbiological contamination of the watershed, Members with leashed dogs must remove the canine feces to a secure location.

5. Other Animals. Due to possible dangers to the ecosystem, other domestic animals must be housed inside the Member's cabin. Other domestic animals are not permitted in the forest areas of Forest Glen Plat "A."

(l) Fire Prevention. It is hereby agreed that the prevention of fire, bodily injury, and property damage is of a major concern to every Member and Lot Owner. It is therefore decreed that the burning of combustible materials shall be restricted to a prepared and ringed fire pit, barbeque pit, or similar area where adequate fire control can be maintained. The use of such facilities should also be governed by the fire danger ratings published and/or broadcast by the Forest Service and other appropriate government agencies. Protection of the natural foliage, animals and bird life must always be of concern.

(m) Fireworks. Members and their guests are not permitted to use any type of fireworks,

regardless of the fire danger conditions of the season or year.

(n) 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.

(o) Water Availability. The Forest Glen Plat "A" Water Association has an agreement with Salt Lake City to provide water to Members within the Forest Glen Plat "A" subdivision. The water provided by the Association is considered "surplus" by Salt Lake City and by contract may only be used within a cabin or home. Members are not permitted to water outside vegetation.

(p) Water Connection. A connection to the Community's water supply line is hereby required for each structure where human occupancy is intended and planned. The actual connection shall provide for the joining of a property owner's water line of one-half (1/2) inch diameter size pipe to a shut-off valve of appropriate size, which shall be owned by the Association. The shut-off valve, and associated fittings for the valve, shall be furnished by the Association, and thus referred to as "The Corporation Valve" or "The Association Valve." The water line from the Association valve to the owner's structure shall be the property and responsibility of the Member. Members who are connected to the Community water supply line shall not permanently or temporarily provide water to another structure within Forest Glen Plat "A" or any other area or structure outside of Forest

Glen Plat "A" without the express written permission of the Board of Directors.

(q) Water Connection Fee / "Good Standing" to Utilize Water Connection. Before a building permit from Salt Lake County will be issued, each Lot Owner must purchase a water connection from forest Glen "A" Water Association. This connection will entitle Members in good standing to water from the Corporation's water systems. "Good Standing" shall, among other things, mean the Lot Owner is in compliance with the covenants and restrictions of the Association, is current on his/her assessment obligation and has no outstanding fines. The water connection is transferable to person(s) who may purchase the owner's lot(s) with a transfer of title and deed. The Member shall pay the Association the established Water Connection Fee, as determined by the Board of Directors. The fee shall reflect the actual cost of providing the water system, together with appropriate charges for the maintenance, repairs and improvements to the system.

(r) Service Connection Fee. At the time of the actual connection, a Service Connection Fee shall be billed to the Member to pay the costs of making the connection to the Association water line. The amount of the Service Connection Fee shall reflect the costs of both labor and materials to make the connection. The Board shall determine a reasonable amount for this charge.

(s) Disconnection of Service. The Board may disconnect the water service for any of its Members for reasons the Board deems necessary and appropriate. If such disconnection occurs, the Member involved shall be subject to the Reconnection Fee mentioned below.

(t) Reconnection Fee. If a disconnection of service has been performed by order of the Board of Directors, a Reconnection Fee of up to \$500.00, or the actual cost of reconnection, whichever is higher, shall be assessed and collected against the Member as a regular unpaid assessment.

(u) Annual Water Fee. Where a hook-up to the Association's water system has occurred, the Water Association will invoice the Member an Annual Water Fee. This fee shall be set by the Board of Directors to reflect current and anticipated expenses of the Water Association. The Annual Water Fee is due and payable at the Annual Association Meeting, as duly scheduled.

(v) Delinquent Fees. Failure to render payment within thirty (30) days from the due date of the Water Connection Fee, Service Connection Fee, or Annual Water Fee, may result in the termination of water service to such Member's property. The Reconnection Fee as indicated above shall then apply for reconnection to the water system.

(w) Service Charge. Past due accounts shall be charged a service charge on all past due account balances. The interest charges shall be determined by the Board of Directors to reflect current economic conditions.

(x) Sanitation. Members of the Association are subject to the sanitation and health laws and ordinances of Salt Lake County. Occupation of any structure within Forest Glen Plat "A," or any Lot for which services are provided, shall be in compliance those laws and ordinances. Sanitation facilities on a Member's property must be approved in writing by the Salt Lake County Board of Health and upon a Lot-by-Lot basis, before any dwelling may be occupied.

(y) 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 Lot by the Owner, resident or licensed real estate agent.

8.2 Association Rules and Regulations/Operating Rules and Procedures. In addition to the restrictions and requirements in Section 8.1 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 Lots as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. Reasonable fines may be levied and collected as an unpaid and delinquent assessment, as provided for in this Amended Declaration, for violations of said Rules and Regulations.

ARTICLE IX

EASEMENTS RESERVED TO ASSOCIATION

9.1 Easements Reserved to the Association. The Association reserves, and its successors and assigns, of a non-exclusive easement and right-of-way in, through, over and across the Property 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.

or duty to do such grading or to maintain any slope.

NOTES

9.2 Association's Right to Grant Easements. The Association 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 Association hereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the may deem necessary for the improvement of the Community in, over, through, upon and across any and all of the roads, streets, avenues, alleys, and open space and in, over, through, upon and across each and every Lot in any easement area set forth in this Declaration or as shown on the Plat.

9.3 Grading. The Association further reserves unto itself and its successor and assigns, the right at the time of or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street as it deems necessary, provided that such grading does not materially interfere with the use of occupancy of any Structure built on such Lot, but the Association shall not be under any obligation

ARTICLE X
ASSOCIATION

10.1 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). The name of the association is "Forest Glen Plat "A," 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. 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. In the event of an involuntary dissolution of the corporate entity, the Board shall have the authority to reincorporate the Association.

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

10.2 Membership; Board of Directors.

Each Owner during the entire period of Owner's ownership of one or more Lots within the Community shall be a member of the Association. The membership shall commence, exist and continue by simply 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.

10.3 Voting Rights. Voting rights within the Association shall be allocated as follows:

(a) Lots. Each Owner shall have one (1) vote in matters of the Association for each Lot owned as set forth in the Bylaws.

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

10.4 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, including without limitation:

(a) Duties of the Association. Without limiting any other duties that may be imposed upon the Association by its Articles of Incorporation or this Declaration; the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

(1) The Association shall accept all Owners as members of the Association.

(2) To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the Property, provided that the Association shall have the right to contest or compromise any

such taxes or assessments.

NOTES

(b) Powers and Authority of the Association. The Association shall have all the powers set forth in this Amended Declaration, the Articles of Incorporation and the Bylaws, together with its general powers as a corporation, and the power to do any and all things that may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments and fines as provided in this Declaration. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

(1) The Association shall also have the ability and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Officers, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations.

ARTICLE XI

ASSOCIATION AND OWNER MAINTENANCE OBLIGATIONS

11.1 Owner's Responsibility. Maintenance of the Lot and the exterior and interior of any Improvement thereon shall be the responsibility of the Owner thereof, who shall maintain the same in good repair so as to not interfere with other Owner's Living Units.

NOTES

11.2 Maintenance by Association. The Association shall maintain the common areas, etc., as deemed necessary and appropriate by the Board. Consistent with Article XII below, the Association shall have the right, but the not obligation, to correct any violation upon a Lot or to undertake preventative maintenance upon a Lot or Improvement so as to help mitigate the risk of fire danger or to protect the general aesthetic characteristics of the Community. The Association, however, shall first give written notice to the Owner of his/her desired remedial action and shall provide a reasonable time for the Owner to initiate such corrective or protective measures. Any costs or expenses incurred pursuant to this Section by the Association shall be assessed to the Owner as an Individual Assessment.

ARTICLE XII
COMPLIANCE AND ENFORCEMENT

12.1 Compliance. Each Owner, tenant or occupant of a Lot and/or Improvement thereon 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.

12.2 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) To enter the Lot on 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 Lot or mailed to the mailing address designated by the Owner in

writing to the Association;

(d) The right of the Association to suspend the voting rights 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.

(e) 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.

(f) Terminate water service.

(g) Collect all costs and attorney fees from the non-compliant Owner for any violations of this Declaration, the Bylaws and Operating Rules and Procedures of the Association.

12.3 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.

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

ARTICLE XIII
AMENDMENT AND DURATION

13.1 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 Subsection (c) of this section or by other provisions of this Declaration, this Declaration may be amended if such amendment is approved by Owners holding sixty-seven percent (67%) of the voting rights of the Association.

(c) Additional Approval Requirements.

(1) No amendment may change the boundary of any Lot, change the method of determining liability for common expenses or right to common profit, or voting rights of any Lot unless the Owners of the affected Lots 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 Salt Lake County, Utah.

13.2 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.

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ARTICLE XIV
MISCELLANEOUS PROVISIONS

14.1 Joint Owners. In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility. 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. Consequently, 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.

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

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

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

14.5 Notice of Sale, Mortgage, Rental, or Lease. Immediately upon the sale, mortgage, rental, or lease of any Lot, the Owner shall promptly inform the secretary of the name and address of said grantee, vendee, mortgagee, lessee, or tenant.

NOTES

EXHIBIT A

Lots 1 through 44, Forest Glen Plat A Subdivision as recorded in the Record of Survey Map in the Salt Lake County Recorder's Office

24-26-151-014 through 24-26-151-018

24-26-176-001 through 24-26-176-019

24-26-177-001 through 24-26-177-003

24-26-178-007 through 24-26-178-036

Lots 13, 14, 15, 22, and 23, Forest Glen Plat B Subdivision as recorded in the Record of Survey Map in the Salt Lake County Recorder's Office

24-26-151-011 through 24-26-151-013

24-26-151-019

24-26-328-002

Lots 41 through 44, Forest Glen Plat C Subdivision as recorded in the Record of Survey Map in the Salt Lake County Recorder's Office

24-26-151-007 through 24-26-151-010

**BYLAWS
OF THE
FOREST GLEN PLAT "A"
HOMEOWNERS ASSOCIATION**

**ARTICLE I
PLAN OF LOT OWNERSHIP**

1.1 Name and Location. These are the Bylaws of the Forest Glen Plat A Homeowners Association (the "Association"). Forest Glen is a community of home owners that has been subjected to an Amended and Restated Declaration of Covenants, Conditions and Restrictions of which these Bylaws are an attachment thereto. These Bylaws shall be applicable to the same land identified in the Declaration and any exhibits, supplements, or amendments thereto.

1.2 Principal Office. The principal office of the Association shall be located at 2590 Cecile Dr., Holladay, Utah 84124, or such other office as may be designated by the Board of Directors from time to time.

1.3 Purposes. The Association is formed to serve as a means through which the Lot Owners may take action with regard to the administration, management and operation of the Forest Glen Plat "A" Subdivision and any other Lot properly brought within the jurisdiction of the controlling Declaration.

1.4 Applicability of Bylaws. The Association, all Lot Owners and all persons using the Property shall be subject to these Bylaws and to all rules and regulations that may be adopted pursuant to the Declaration and these Bylaws.

1.5 Composition of Association. The Association shall be composed of all Lot Owners and the Association, itself, to the extent any of these own any Lot or Lots within the Property.

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.

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

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ARTICLE II
MEETINGS 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 Annual Meetings. Each regular annual meeting of the members shall, to the extent reasonably possible, be held at a time and place within the State of Utah selected by the Board of Directors of the Association.

2.3 Special Meetings. 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.

2.4 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 thirty (30) 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.

2.5 Voting. Each Lot shall be allocated one vote in the affairs of the Association as provided in the Declaration.

2.6 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 its date of execution.

(3) 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.

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

2.7 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 Lot 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, to the secretary's satisfaction, prove that he or she is the

executor, administrator, guardian, or trustee holding the Lot in such capacity.

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(b) Joint Owners. Whenever any Lot is owned by two or more persons jointly, according to the records of the Association, the vote of the Lot 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 Lot shall be disregarded completely in determining the proportion of votes given with respect to the matter.

2.8 Quorum of Owners

(a) Except as otherwise provided in the Declaration or these Bylaws, at any meeting of the Association, Owners holding forty percent (40%) of the voting rights, present in person or by proxy, or absentee ballot if permitted above, shall constitute a quorum.

(b) If the required quorum is not present, 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.

2.9 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 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.

ARTICLE III

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

3.1 Number and Qualification.

(a) The Board shall consist of six (6) Owners elected as provided in Section 3.2 below.

(b) All Directors must be an Owner or the co-owner of a Lot. However, multiple owners of the same Lot 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 Lot.

3.2 Election and Term of Office.

(a) The Owners shall elect three (3) Directors, each to serve two (2) year terms.

(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.

3.3 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.

3.4 Removal of Directors

(a) At any annual or special meeting, 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. 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 3.3 above.

3.5 Compensation. No Director, other than the Treasurer and the Water Master, 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. The Treasurer and the Water Master shall receive compensation in such amounts as deemed reasonable by the Board.

ARTICLE IV
NOMINATION AND ELECTION OF DIRECTORS

4.1 Nomination.

NOTES

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

(b) **Nominating Committee.** The Nominating Committee shall consist of a chairperson, who shall be a member of the Board of Directors; and two (2) or more members of the Association. 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 voice vote, or any other method approved in advance by the Board of Directors. 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 number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE V
MEETINGS OF DIRECTORS

5.1 Regular Meetings. Meetings of the Board of Directors shall be held as determined necessary.

5.2 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.

5.3 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 Lot 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. At 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) The negotiation of contracts with third parties;

(3) The collection of unpaid assessments and enforcement of the covenants and rules.

(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.

5.4 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.

5.5 Action Taken Without A Meeting. In the case of an 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 (as may be amended). Any action so approved shall have the same effect as though taken at a meeting of the directors.

5.6 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.

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5.8 *Quorum and Acts.* 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.

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) 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.

(c) 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 and agents of the 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 Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period;

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

(3) Foreclose the lien against any Lots 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) Cause to be maintained the Common Area and any other areas shown on the Plat that may be owned by governmental entities that are not being maintained and any other property required to be maintained by the Declaration.

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

NOTES

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

(g) Arrange 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.

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

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

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 members of the Board of Directors. Any director must 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 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 that are usually vested in the office of president of an association.

(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.

(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 the duties

incident to the office of secretary.

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(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 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.

(d) The Association shall retain within this state all records of the Association for not less than the period specified in applicable law. Proxies and ballots, however, must be retained for one year from the date of determination of the vote. In addition, the association shall retain, as a permanent record, a list of the general contractor and the electrical, heating and plumbing subcontractors responsible for the installation, maintenance and repair of the Common Areas.

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 Area 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 Lot. The account shall designate the lot 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.

9.5 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 within ninety (90) days after the end of each fiscal year.

(b) On even calendar years, and approximately thirty (30) days prior to the annual meeting, the President shall select one (1) Member of the Association who is not a member of the Board of Directors to conduct a Financial Records Review of the Association. The review shall be mostly, but not necessarily exclusively, concerned with the deposits and disbursement of the Association.

(c) The Member conducting the Financial Records Review shall make a report to the Members at the annual meeting concerning

his/her review of the records.

(d) Any Member asked to perform a Financial Records Review for the Association shall not be held legally or financially liable for the review other than to provide a "lay" opinion about the financial dealings 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 pursuant to rules adopted by resolution of the Board of Directors.

(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.

(c) To the extent consistent with law, the Association, within fifteen (15) 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) Contracts, leases and other business transactions that are currently under negotiation to purchase or provide goods or services.

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

(c) Disclosure of information in violation of law.

(d) 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.

(e) Documents, correspondence or other matters considered by the Board of Directors in executive session held in accordance with Section 5.4(b) above.

(f) 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 lot, 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

10.1 Obligation. Each member is obligated to pay to the Association the Assessments specified in the Declaration that are secured by a continuing lien upon the lot against which the assessment is made.

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10.2 Unpaid Assessments. Any Assessments or portions thereof that are not paid when due shall be delinquent and subject to the remedies specified in 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 Lot, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment.

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

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.

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11.2 Adoption. Amendments to the Bylaws must be approved and adopted by the Board. Subject to Section 11.3 and 11.4 below, a vote of at least a majority of the Board members is necessary to adopt any such amendment hereto.

11.3 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 Salt Lake County, Utah.

11.4 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 Association's President.

(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.

(2) If a lot 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.

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.

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IN WITNESS WHEREOF, we, being all of the Directors of the Forest Glen Plat A Homeowners Association, Inc. have adopted these bylaws under the aforementioned approvals for the Amended and Restated Declaration.