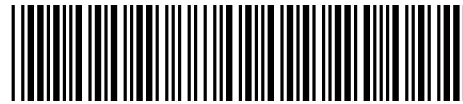


When Recorded Mail To:

Lighthouse Pointe Development, LLC
Attn: Jared Taylor
P.O. Box 345
412 North Market Street
Kaysville, UT 84037



**FIRST AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE VILLAGE AT LIGHTHOUSE POINTE
A PLANNED RESIDENTIAL UNIT DEVELOPMENT**

THIS FIRST AMENDED AND RESTATED DECLARATION (the "Declaration") is made and executed by Lighthouse Pointe Development, LLC, a Utah limited liability company (the "Declarant").

RECITALS

A. WHEREAS, This Declaration affects and concerns real property located in Rich County, Utah, and more particularly that real property described in Exhibit "A" attached hereto (the "Property").

B. WHEREAS, On or about November 3, 2008, a Declaration of Covenants, Conditions and Restrictions of The Village at Lighthouse Pointe, a Planned Residential Unit Development, (the "Original Declaration") was recorded in the Rich County Recorder's Office as Filing No. 75828 in Book No. R10 on Page No. 886; and

C. WHEREAS, On or about November 5, 2008, a Plat Map depicting Phase One of The Village At Lighthouse Pointe Planned Unit Development (the "Phase 1 Plat") was recorded in the Rich County Recorder's Office as Filing No. 75867; and

D. WHEREAS, under the Original Declaration, the Declarant's Class B voting membership in the Association expired on or before December 31, 2011, such that since that date the Declarant holds voting rights as a Class A Member in the amount of one vote for each Residential Lot owned;¹ and

E. WHEREAS, the Association and its Member desire: that the Declarant be reestablished as a Class B Member, and that the Declarant's Period of Administrative Control be reestablished; and

¹ Declaration of Covenants, Conditions and Restrictions of The Village at Lighthouse Pointe, a Planned Residential Unit Development, 3.2, *see also* 1.16

F. WHEREAS, Phase 1 of the Project contains 27 platted lots (the "Phase 1 Lots") as laid out on the Phase 1 Plat;² and

G. WHEREAS, the Project, upon future platting of one or more phases beyond Phase 1, is intended to have a total of 99 lots (the "Total Lots");³ and

H. WHEREAS, the Declarant is the record owner of 26 of the 27 Phase 1 Lots, but not Lot 14; and

I. WHEREAS, the Declarant and/or its member(s) are also the record owner(s) of property other than the Phase 1 Lots which are intended for one or more future phases of the Project (the "Other Property"), such that the Declarant and/or its member(s) are the owner(s) of all of the Property and the Other Property, minus one (1) of the Total Lots as they are now or may be platted in the future; and

J. WHEREAS, Lot 14 is the only Lot not owned by the Declarant and/or its member(s) and is the only Lot in which a mortgagee may hold a security interest; and, to the best of the knowledge, information, and belief of the Declarant and the Association, such mortgagee has not requested written notice of "consideration or effectuation by the Association of material amendment of the Declaration or the Articles or Bylaws;"⁴ and

K. WHEREAS, to the best of the knowledge, information, and belief of the Declarant and the Association, no mortgagee approval for this First Amended and Restated Declaration is required under the provisions of the Original Declaration;⁵ and

L. WHEREAS, the Original Declaration may be amended by the affirmative vote of the majority, or in some cases at least 75%, of the Residential Lot Owners⁶ and upon duly recording such amendment in the office of the Rich County Recorder's Office; and

M. WHEREAS, such affirmative vote may be fully satisfied by obtaining, with or without a meeting, the required percentage of written consents from the Residential Lot Owners;⁷ and

N. WHEREAS, the Declarant and/or its member(s), as Class A Residential Lot Owners of all but one (1) of the Phase 1 Lots and the Total Lots of the Association, thereby controlling more than 90% of the Class A voting rights,⁸ hereby give their written consent, without a meeting, to this First Amended and Restated Declaration;⁹ and

O. WHEREAS, the Declarant and/or its member(s) hereby casts one (1) vote for each of the Phase 1 Lots or, as appropriate, for each of the Total Lots, minus the one (1) lot for which the Declarant is not the Residential Lot Owner of record (the "Declarant's Votes"), in favor of this First Amended and Restated Declaration; and

² *Id.* at 1.13, *see also* the Phase 1 Plat

³ *Id.* at 1.16

⁴ *Id.* at 11.4

⁵ *Id.* at Article XI

⁶ *Id.* at 12.2, *see also* Article XI

⁷ *Id.* at 12.3

⁸ *Id.* at 3.2, *see also* 1.12

⁹ *Id.* at 12.3(a)

P. WHEREAS, the Declarant's Votes, which are all in the affirmative, constitute more than 90% of the Class A voting rights and thus are sufficient to approve and consent to this First Amended and Restated Declaration, its adoption, and recording;

NOW THEREFORE:

CERTIFICATION

Q. Pursuant to Article 12.2 of the Original Declaration and section 57-8a-104 of the Act, the Declarant hereby certifies that approval was obtained for more than 90% of the Residential Lot Owners, approving and consenting to this First Amended and Restated Declaration, its adoption, and recording; and

R. The Association and its Members desire to subject the Property to the terms and conditions of this Declaration, the Utah Community Association Act, Utah Code Ann. § 57-8a-101 et. seq., and the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 et. seq. The Property does not constitute a cooperative.

S. In the Original Declaration and the Phase 1 Plat, the term "condominium" may have been utilized on occasion. Notwithstanding, the Association desires to confirm, consistent with the intent of the Project, that The Village at Lighthouse Pointe is a planned residential unit development subject to the Act, and is not a condominium project.

T. These Recitals are made a part of this Declaration.

COVENANTS, CONDITIONS, AND RESTRICTIONS

ARTICLE I DEFINITIONS

When used in this Declaration (including in that portion hereof headed "Recitals") the following terms shall have the meaning indicated:

1.1 Act shall mean the Utah Community Association Act, Utah Code Ann. § 57-8a-101 et. seq., as it may be amended from time to time.

1.2 Additional Land shall mean and refer to, without limitation, any parcel of land that is annexed into the Project by the Declarant.

1.3 Articles of Incorporation shall mean the most recent articles of incorporation or merger of the Association as they may be amended or restated from time to time, and as duly filed with the state in which the Association is incorporated.

1.4 Association shall mean The Village at Lighthouse Pointe Homeowners Association, Inc., a Utah nonprofit corporation.

1.5 Board shall mean the Board of Directors of the Association.

1.6 Bylaws shall mean the most recent bylaws of the Association as they may be amended or restated from time to time, and as duly recorded in the recorder's office of the

county in which the Association is located. Bylaws included with this Declaration are provided as EXHIBIT 'C' attached hereto.

1.7 Common Areas shall mean, in addition to the description provided in EXHIBIT 'B' attached hereto, all property, including streets, roadways, rights-of-way and utilities, owned or designated on the recorded plat as being intended ultimately to be owned by the Association for the common use and enjoyment of the Owners, together with all improvements thereon and all easements appurtenant thereto. The Common Areas shall not include the Limited Common Areas.

1.8 Declarant shall mean Lighthouse Pointe Development, LLC, and its successors and assigns.

1.9 Declaration shall mean this First Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Village at Lighthouse Pointe, a Planned Residential Unit Development.

1.10 Design Committee shall mean the Design Committee established by and referred to in Article VIII of this Declaration.

1.11 Good Standing shall mean, with respect to a Residential Lot and all of its Owners, residents, tenants, boarders, and other occupants, being free of: (i) any outstanding assessments and fees, including any interest and costs of collection in relation to such, that are more than thirty (30) days past due; and (ii) any violations or fines that has been issued by the Association against the Residential Lot or any of its Owners, residents, tenants, boarders, or other occupants thereof that remains unresolved as determined by the Association.

1.12 Governing Documents shall mean the Declaration, Bylaws, Articles of Incorporation, Plat(s), rules and regulations, and any decision of the Association made pursuant to such documents.

1.13 Limited Common Areas shall mean or refer to those common areas designated on the recorded subdivision Plats as reserved for the use and benefit of each Residential Lot to the exclusion of all other Owners. The driveways and other areas designated on the subdivision Plat are deemed Limited Common Areas. Private Enclosed Areas shall also be deemed to be Limited Common Areas.

1.14 Living Unit shall mean a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the same Residential Lot and used in conjunction with such residence.

1.15 Long-Term Rental shall mean a Living Unit or any portion thereof that the Owner offers or allows to be offered for occupancy for 12 or more consecutive months, including shared-space occupancy, regardless of whether or not the Owner resides in the Living Unit during such occupancy.

1.16 Managing Agent shall mean any person or entity appointed or employed as Managing Agent pursuant to Section 4.1 of Article IV of this Declaration.

1.17 Member shall mean and refer to the Owner(s), taken together, of a Residential Lot; except, where the context requires, Member shall mean and refer to such Owners

individually. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot.

1.18 Mortgage shall mean any mortgage, deed of trust, or trust deed or the act of encumbering any property by a mortgage, deed of trust or trust deed; and mortgagee shall mean any mortgagee of a mortgage and any trustee or beneficiary of a deed of trust or trust deed.

1.19 Owner shall mean any person who is the owner of record (as reflected by the records in the office of the County Recorder of Rich County, Utah) of a fee or undivided fee interest in any Residential Lot, including contract sellers, but not including purchasers under contract until such contract is fully performed and legal title is conveyed of record. Notwithstanding any applicable theory relating to mortgages, no mortgagee shall be an Owner unless such party acquires fee title pursuant to foreclosure or sale or conveyance in lieu thereof. Declarant shall be an Owner with respect to each Residential Lot owned by it.

1.20 Period of Administrative Control shall mean the period of administrative control of the Association by the Declarant, and as further defined and described in the Declaration and the Act.

1.21 Plat shall mean and refer to the Phase One Plat of The Village at Lighthouse Pointe, a Planned Residential Unit Development, prepared and certified by Gardner Engineering, a registered professional surveyor, executed and acknowledged by Declarant, and recorded in office of the Rich County Recorder on November 3, 2008 as Filing No. 75827 in Book No. R10 on Page No. 885, and shall also mean and refer to any future plats describing future phases of the Project that may be recorded in office of the Rich County Recorder.

1.22 Private Enclosed Areas shall mean that portion of the Common Areas located immediately behind a Living Unit which is enclosed by a fence and utilized by the Owner of the Living Unit to which the Private Enclosed Area is attached. All Private Enclosed Areas, once fenced, shall become Limited Common Area appurtenant to the Living Unit to which it is attached.

1.23 Project as hereinbefore defined shall at any point in time mean and refer to the The Village at Lighthouse Pointe, a Planned Residential Unit Development, and shall include all phases, Residential Lots, Common Areas, Limited Common Areas, Living Units, buildings, improvements, and permanent fixtures located thereon, and all easements and rights appurtenant thereto, including those shown on the Plat.

1.24 Property shall mean the Property of Phase 1 described in EXHIBIT 'A' attached hereto, and property that is added to the Project in future phases, which includes all land covered by this Declaration, including Common Areas and Limited Common Areas as phases are added.

1.25 Residential Lot shall mean and refer to any one of the up to 99 lots of land that may ultimately be encompassed within the boundary of the Property as shown upon and designated on the Plat.

1.26 Roadways shall mean that portion of the Common Areas consisting of the streets and roads within the Property for the use and benefit of the Owners as such are identified and depicted on the Plat.

1.27 Short-Term Rental shall mean a Living Unit or any portion thereof that the Owner offers or allows to be offered for occupancy for fewer than 12 consecutive months or any other transient use period, regardless of whether or not the Owner resides in the Living Unit during such occupancy or transient use period. The meaning of Short-Term Rental shall be construed as broadly as possible in favor of short-term rental use, and shall include any occupancy period of less than 12 months, including occupancies of one (1) night or less, and any occupancy arrangement, including shared-space occupancy, boarding, etc.

1.28 Supplemental Declaration shall mean and refer to a written instrument recorded in the records of the Rich County Recorder which refers to this Declaration and which amends, modifies, or supplements this Declaration in accordance with its terms.

ARTICLE II SUBMISSION AND DIVISION OF PROJECT

2.1 Submission. The Property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of the Governing Documents, to the Act and, to the extent the Association is incorporated as a Utah nonprofit corporation, to the Utah Revised Nonprofit Corporation Act, Utah Code §§ 16-6a-101 *et. seq.*, as it may be amended from time to time, consists of the real property situated in Rich county, state of Utah, described in Exhibit "A" attached hereto and by this reference made a part hereof. It is the intent of the Declarant that additional will be added in future phases of the Project and will be subdivided into a total of 99 Lots, identified as Lots 1 through 99, and be known as The Village at Lighthouse Pointe, a Planned Residential Unit Development, as identified in the Plat.

2.2 Division into Lots and Common Areas. The Property is hereby divided into Lots, each consisting of a fee simple interest in a portion of the Property as set forth in the Plat. All portions of the Property not designated as Lots shall constitute the Common Area, which shall be owned by the Association for the benefit of all Owners in accordance with the provisions of this Declaration, or Limited Common Areas, which shall be owned by the Association for the benefit of the Owner(s) of the Lot(s) appurtenant to such Limited Common Areas in accordance with the provisions of this Declaration.

2.3 Expansion. The Project may be expanded by the Declarant by the recording of a Supplemental Declaration(s) in accordance with the provisions herein. The Declarant hereby expressly reserves the right to expand the Project by the addition of Additional Land, or portions thereof, and Residential Lots with Living Units and improvements to be constructed thereon, all in accordance with the following provisions:

(a) The Project may be expanded by the addition of all or a portion of the real property designated by Declarant as "Additional Land."

(b) Expansion of the Project by the Declarant is without limitation, except as set forth in this Section, and shall be effective without prior approval of any Owner.

(c) Declarant's right to expand the Project shall not expire until the Declarant elects in writing to not add the Additional Land to the Project.

(d) The Additional Land may be added in total or in part, and in any order as Declarant may determine, up to a maximum of the intended 99 Residential Lots.

(e) The Declarant shall prepare and record in the records of the Rich County Recorder plats pertaining to the Additional Land being added to the Project showing the location and dimensions of each Residential Lot created and annexed. Such future plats shall be included in the meaning of "Plat" as such plats are duly recorded.

(f) The Declarant shall record a Supplemental Declaration for each portion of Additional Land added to the Project that shall: (i) reference this Declaration; (ii) state that the provisions of this Declaration apply to the Additional Land; and (iii) include a legal description of the Additional Land so annexed.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Membership. Every Owner upon acquiring title to a Residential Lot shall automatically become a member of the Association and shall remain a member thereof until such time as his/her ownership of such Residential Lot ceases for any reason, at which time his/her membership in the Association with respect to such Residential Lot shall automatically cease and the successor Owner shall become a Member. Membership in the Association shall be mandatory and shall be appurtenant to and may not be separated from the ownership of a Residential Lot.

3.2 Voting Rights. The Association shall have the following described two classes of voting membership:

Class A. Class A Members shall mean all Owners excepting the Declarant until the Class B Membership ceases. Class A Members in Good Standing shall be entitled to one vote for each Residential Lot in which the interest required for membership in the Association is held.

Class B. The Declarant shall be the sole Class B Member. The Class B Member shall be entitled to one hundred votes for each Residential Lot that it owns. The Class B Membership shall automatically cease and be converted to Class A Membership on the first to occur of the following events:

- (a) one year after the sale of the last Residential Lot by the Declarant; or
- (b) the day the Declarant, after giving written notice to the Owners, records an instrument voluntarily surrendering all rights to control activities of the Association in accordance with § 57-8a-502 of the Act as it may be amended from time to time.

3.3 Period of Administrative Control. Until the Class B Membership ceases, the Declarant shall be within the Period of Administrative Control as this term is ascribed meaning in the Act, and shall enjoy all the rights and powers described therein and in the Governing Documents. During the Period of Administrative Control, the Declarant shall have the power and authority to sign any document and execute any agreement on behalf of the Association in its sole discretion.

3.4 One Vote Per Lot. In the event there is more than one Owner of a particular Residential Lot, the vote relating to such Residential Lot shall be exercised as such Owners may determine among themselves, but in no event shall more than one Class A vote be cast with respect to any Residential Lot. A vote cast at any Association meeting or by written ballot by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Residential Lot concerned, unless an objection is made at the meeting by another Owner of the same Residential Lot in which event a majority in interest of the co-owners as shown on the record of ownership maintained by the Association shall be entitled to cast the vote.

3.5 Record of Ownership. Every Owner shall promptly cause to be duly filed of record the conveyance document to him/her of his/her Residential Lot and shall file a copy of such conveyance document with the secretary of the Association, who shall maintain a record of ownership of the Residential Lots. Any Owner who mortgages his Residential lot or any interest therein by a Mortgage which has priority over the lien of any assessment provided herein shall notify the secretary of the Association of the name and address of the mortgagee and also of the release of such Mortgage; and the secretary of the Association shall maintain all such information in the record of ownership.

ARTICLE IV OPERATION AND MAINTENANCE

4.1 Duties of the Association. Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation or this Declaration, the Association shall have the obligations and duties 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:

- (a) The Association shall accept all Owners as Members of the Association.
- (b) The Association shall accept title to all Common Areas and Limited Common Areas conveyed to it by the Declarant.
- (c) The Association shall provide and be responsible for the management, control, operation, care, maintenance, repair, replacement, and upkeep of the Common Areas, including snow removal, and shall keep the same in good, clean, attractive, safe and sanitary condition, unless, until and except to the extent that such responsibility is transferred to and accepted by some other authority, public agency, or utility, and such transfer is agreed to by Members representing at least two thirds (2/3) of the Residential Lots.
- (d) In addition to maintenance of the Common Areas, the Association shall also provide and be responsible for the exterior maintenance and upkeep of each of the Residential Lots subject to assessment hereunder as follows: water, mow, cut, prune and replace as needed all lawns, trees, shrubbery, flowers and other landscaping features located on any portion of a Lot which lies between the boundaries of the Lot and the extremities of the Living Unit located thereon. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, or the Owner's family, guests or invitees, the Owner shall be obligated to immediately reimburse the

Association for the cost thereof. The Owner's obligation to reimburse the Association for the cost of such maintenance or repairs shall be secured by a lien against the Owner's Lot in the same manner as provided in Article V below with respect to Monthly Assessments and Special Assessments. 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 Common Areas and Limited Common Areas, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

(e) The Association shall obtain and maintain in force the policies of insurance required by Article IX of this Declaration as well as by the Bylaws.

(f) The Association may at all times employ a responsible corporation, partnership, firm, person or other entity as the Managing Agent (which may be the Declarant prior to the Class B membership ceasing pursuant to Section 3.2 above) to manage and control the Common Areas and Limited Common Areas, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The compensation of the Managing Agent shall be such as specified by the Board. Any agreement appointing a Managing Agent shall be terminable by the Board with cause upon thirty (30) days written notice thereof and at any time without cause or payment of a termination fee upon ninety (90) days written notice thereof, and the term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one-year periods. Any Managing Agent shall be an independent contractor and not an employee of the Association, unless the Board determines in the best interest of the Association to employ a manager as an employee of the Association.

4.2 Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation, together with its general powers as a nonprofit corporation, and the power to do any and all things which may be authorized, required, or permitted to be done by the Association under and by virtue of this Declaration, the other Governing Documents, or by law, including the power to levy and collect assessments as provided in this Declaration and the other Governing Documents. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

(a) The Association shall have the power and authority at any time and from time to time and without liability to any Owner or occupant for trespass, damage or otherwise, to enter upon any Residential Lot for the purpose of maintaining and repairing such Residential Lot or any improvement thereon if for any reason the Owner fails to maintain and repair such Residential Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Residential Lot in violation of Articles VII or VIII of this Declaration. The Association shall also have the power 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 consent thereto, to commence and maintain actions or suits to restrain and enjoin any breach or threatened breach of the Governing Documents, or to enforce by mandatory injunction or otherwise all of the provisions of the Governing Documents;

(b) In fulfilling any of its duties under the Governing Documents, including its duties for the maintenance, repair, operation or administration of the Common Areas,

Limited Common Areas, and Residential Lots or in exercising any of its rights to construct improvements or other work upon any of the Common Areas and Limited Common Areas, the Association shall have the power and authority: (i) to pay and discharge any and all liens placed upon any Common Areas or Limited Common Areas; and (ii) to obtain, contract and pay for, or otherwise provide for:

(a) Maintenance, repair, or replacement of all Roadways, sidewalks, walkways, and appurtenant improvements, including the removal of snow thereon, on such terms and conditions as the Board shall deem appropriate;

(b) Construction, maintenance, repair, and landscaping of the Common Areas, including all surface run-off, drainage and detention facilities, on such terms and conditions as the Board shall deem appropriate;

(c) Construction, maintenance, repair, and replacement of landscaping and improvements upon the Limited Common Areas on such terms and conditions as the Board shall deem appropriate;

(d) Such insurance policies or bonds as the Board may deem appropriate for the protection or benefit of Declarant, the Association, the members of the Board, the members of the Design Committee and other committees that may be formed by the Board, other volunteers authorized by the Board, and the Owners;

(e) Such utility services, including (without limitation) culinary water, secondary water, sewer, trash removal, electrical, gas, telephone, cable, internet, and other services, as the Board may from time to time deem desirable;

(f) The services of architects, engineers, attorneys, certified public accountants, and such other professional or nonprofessional services as the Board may deem desirable;

(g) Fire, police, and such other protection services as the Board may deem desirable for the benefit of the Owners or any of the Property;

(h) Such materials, supplies, furniture, equipment, services, and labor as the Board may deem necessary; and

(c) The Board may delegate to a Managing Agent any of its powers under this Declaration; provided, however, that the Board cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of \$5,000 nor the power to sell, convey, mortgage or encumber any Common Areas or Limited Common Areas.

(d) Upon thirty (30) days prior written notice to the Owner, the Association shall have the power and authority to hire a responsible corporation, partnership, firm, person, or other entity, to maintain an Owner's Residential Lot (including the exterior and/or roof of a Living Unit) should the Owner thereof fail to properly maintain the same, including any work performed pursuant to Section 4.2(b) above which is otherwise the responsibility of the Owner. The cost to maintain a Residential Lot for an Owner(s) shall be charged jointly and severally to the Owner(s) and may be included in the next scheduled monthly assessment to the Owner(s).

4.3 Association Rules. The Board from time to time and subject to the provisions of this Declaration, the Articles of Incorporation, and the Bylaws may adopt, amend, repeal and enforce rules and regulations governing, among other things: (i) the use and maintenance the Common Areas and Limited Common Areas; (ii) the use of any Roadways or utility facilities owned by the Association; (iii) the collection and disposal of refuse; (iii) the maintenance of animals on the Property; and (iv) other matters concerning the use and enjoyment of the Property and the conduct of residents.

(a) Declarant Exemption. The Declarant hereby reserves the right to exempt the Declarant, and hereby does exempt the Declarant from all Association rules and rulemaking procedures during the Period of Administrative Control. Further, the Declarant hereby exempts its contractors, builders, partners, agents, representatives, successors, assigns, and the like from all Association rules during the Period of Administrative Control.

4.4 Limitation of Liability. No member of the Board, the Design Committee, or other authorized committee member or volunteer acting in good faith shall be personally liable to any Member, Owner, resident, tenant, occupant, guest, or any other person for any error or omission of the Association, its representatives and employees, the Board, the Design Committee, other Association committee, or the Managing Agent and their agents, employees, contractors, and representatives.

ARTICLE V ASSESSMENTS

5.1 Personal Obligation and Lien. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Residential Lot, be deemed to covenant and agree to pay to the Association the monthly and special assessments described in this Article, together with late payment fees, interest and costs of collection, if and when applicable. All such amounts shall be, constitute and remain: (i) a charge and continuing lien upon the Residential Lot with respect to which such assessment is made until fully paid; and (ii) the personal, joint and several obligation of the Owner or Owners of such Lot at the time the assessment fails due. No Owner may exempt himself or his Residential Lot from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Residential Lot. In a voluntary conveyance of a Residential lot, the grantee shall be jointly and severally liable with the granter for all unpaid monthly and special assessments, late payment fees, interest and costs of collection which shall be a charge on the Residential Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the granter the amounts paid by the grantee therefor.

5.2 Purpose of Assessments. 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 Property. The use made by the Association of funds obtained from assessments may include payment of the cost of: taxes and insurance on the Common Areas and Limited Common Areas; maintenance, repair, and improvements of the Common Areas and Limited Common Areas; management and supervision of the Common Areas and Limited Common Areas; establishing and funding of a reserve to cover major repair or replacement of improvements within the Common Areas and Limited Common Areas; and any expense

necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation. The Association shall maintain an adequate reserve fund or funds for maintenance, repairs and replacement of those elements of the Common Areas and Limited Common Areas that must be maintained, repaired or replaced on a periodic basis.

5.3 Monthly Assessments. The Board shall from time to time and in its discretion set the amount of the monthly assessment in an amount reasonably estimated by the Board to be sufficient to meet the obligations imposed by this Declaration and on the basis specified in Section 5.7 below.

5.4 Special Assessments. From and after the date set under Section 5.8 of this Article, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repairs or replacement of the Common Areas and Limited Common Areas. Any such special assessment must be assented to by a majority of the votes of the membership which Owners present in person or represented by proxy are entitled to cast at a meeting duly called for that purpose. Written notice setting forth the purpose of such meeting shall be sent to all Owners at least ten (10) but not more than thirty (30) days prior to the meeting date.

5.5 Quorum Requirements. The quorum at any meeting required for any action authorized by Section 5.4 above shall be as follows: At the first meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Section 5.4) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

5.6 Special Assessment on Specific Residential Lots. In addition to the monthly assessment and any special assessment, the Board may levy at any time special assessments:

(a) on a Residential Lot especially benefitted by any improvement to adjacent Roadways, sidewalks, planting areas, or other portions of the Common Areas or Limited Common Areas made upon the written request of an Owner of the Residential Lot to be charged;

(b) on every Residential Lot of which an Owner or occupant causes any damage to the Common Areas and/or Limited Common Areas necessitating repairs; and

(c) on every Residential Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to Section 4.2(a) of Article IV or other provisions of the Governing Documents. The aggregate amount of any such special assessments shall be determined by the cost of such improvements, repairs, maintenance, and enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Residential Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement

action, as the case may be, and such assessment may be made based on estimates in advance of the performance of the work; and

(d) if a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to a special assessment against the Residential Lots benefitted.

5.7 Uniform Rate of Assessment. All monthly and special assessments authorized by Section 5.3 or 5.4 above shall be fixed at a uniform rate for all Residential Lots.

5.8 Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all Residential Lots upon termination of the Declarant's Period of Administrative Control or at such earlier time as determined by the Declarant in its sole discretion. At least fifteen (15) days prior to such commencement date and at least fifteen (15) days prior to the effective date of any change in the amount of monthly assessments, the Association shall give each Owner written notice of the amount and first due date of the assessment concerned.

5.9 Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Residential Lot and upon the payment of a reasonable fee to the Association to cover administrative costs, the Association shall issue a certificate stating whether or not payments of all assessments respecting such Residential Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who rely thereon in good faith.

5.10 Effect of Nonpayment - Remedies. Any assessment not paid when due shall, together with interest and costs of collection, be, constitute, and remain a continuing lien on the affected Residential Lot. If any assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the due date at the rate of one and one-half percent (1 1/2%) per month or the maximum allowed by law, whichever is lesser. The Association may bring an action against the Owner(s) who is personally liable or may foreclose its lien against the Residential Lot, or both. Any judgment obtained by the Association in connection with the collection of delinquent assessment debt and related charges shall include reasonable attorney's fees, court costs and every other expense whatsoever incurred by the Association in enforcing its rights.

5.11 Debt Collection. Each debtor shall be deemed to covenant and agree to pay, and shall be deemed jointly and severally liable for, all assessments described in the Governing Documents, as they may be amended from time to time, that may be assessed against the debtor's Residential Lot or other account together with all related costs, fees, and interest. The Association shall have the right to assign any past-due account for collection. Should one or more such accounts be assigned to a third party for collection, each debtor shall be deemed to covenant and agree to pay, and shall be deemed jointly and severally liable for, all related collection costs and fees, including a fee in the amount of the maximum percentage allowed by law of the total unpaid debt, in addition to all legal fees related to such collection, with or without suit, including attorney fees, court costs, filing fees, and all other costs and fees related to the debt and its collection. The term "debtor" as used in this section means the Owner(s) of a Residential Lot or Living Unit in the Association, the residents, tenants, boarders, and other occupants of such Residential Lot or Living Unit, and any other party or parties obligated or

allegedly obligated to pay a particular debt to the Association whether or not the debt is related to a Residential Lot or Living Unit in the Association. As an exception to the foregoing, no tenant or the like shall be liable for a debt owed only by one or more Owner, or for any collection or other costs or fees related to that such Owner(s) debt.

5.12 Subordination of Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any first Mortgage to a bank, savings and loan association, insurance company or other institutional lender; and the holder of any such first Mortgage or purchaser who comes into possession of a Residential Lot by virtue of the foreclosure of such Mortgage or the exercise of a power of sale under such mortgage, or by deed in lieu of foreclosure, shall take free of such assessment lien as to any assessment which accrues or becomes due prior to the time such holder or purchaser takes possession of such Residential Lot; provided, that to the extent there are any proceeds of the sale on foreclosure of such Mortgage or by exercise of such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such Mortgage, the lien shall apply to such excess. No sale or transfer shall relieve any Residential Lot from the lien of any assessment thereafter becoming due.

5.13 Declarant's Exemption from Assessments. During the Period of Administrative Control, and notwithstanding anything to the contrary in this Declaration, Articles of Incorporation, or Bylaws, the Declarant and its homebuilders, contractors, partners, agents, representatives, successors, and assigns shall be exempt from all Association assessments of any kind, even in the event that a Residential Lot is sold by the Declarant to any of the foregoing in the ordinary course of developing such Residential Lot for sale upon completion of the construction of a Living Unit thereupon. Further, during the Period of Administrative Control, the Declarant shall, in its sole discretion, have the right and authority to establish the amount of any assessment and to levy any assessment authorized under this Declaration.

5.14 Appointment of Trustee. Garrett A. Walker, Esq., is hereby appointed as the initial trustee. The Declarant hereby conveys and warrants pursuant to Utah Code Ann. Sections 57-1-20 and 57-8a-302 to Garrett A. Walker, Esq., with power of sale, each Residential Lot and all improvements to each Residential Lot for the purpose of securing payment of assessments under the terms of the Declaration. An Owner's acceptance of an interest in a Residential Lot constitutes a simultaneous conveyance of the Residential Lot in trust, with power of sale, to the trustee for the purpose of securing payment of all amounts due under the Declaration and Utah Code Ann. Section 57-81-101, et. seq. The Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.

ARTICLE VI PROPERTY RIGHTS AND CONVEYANCES

6.1 Easement Concerning Common Areas. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Residential Lot and in no event shall be separated therefrom. Any Owner may delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, renter, contract purchaser, or other person who resides on such owner's Residential Lot. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the

Common Areas except for the necessary parking, access, communication, utility, drainage and sewer purposes for which such easements are intended for use in common with others.

6.2 Easement Concerning Limited Common Areas. The Association shall have a nonexclusive drainage and public utility easement and an easement for maintenance in and to the Limited Common Areas. With the exception of the rights and easements granted to the Association, the Owner(s) of a Residential Lot shall have the exclusive use of all Limited Common Areas appurtenant to their Residential Lot. Namely, the driveway in front of each Living Unit shall be Limited Common Area to each such Living Unit.

6.3 Form of Conveyancing: Leases. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Residential Lot shall describe the interest or estate involved substantially as follows:

Lot No. _____ of The Village at Lighthouse Pointe, a Planned Residential Unit Development, according to the Plat thereof recorded in Book _____, Page _____, of the Official Records of Rich County, which Lot is contained within The Village at Lighthouse Pointe, a Planned Residential Unit Development identified in the "First Amended and Restated Declaration of Covenants, Conditions, and Restrictions of The Village at Lighthouse Pointe, a Planned Residential Unit Development" recorded in Book _____ at Page _____. SUBJECT TO the covenants, conditions, restrictions, easements, charges, and liens provided for in said First Amended and Restated Declaration of Covenants, Conditions and Restrictions, and the other Governing Documents, as such may be amended or restated from time to time.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration and other Governing Documents shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Residential Lot. Any lease or rental of a Residential Lot shall be in writing and shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and By-laws of the Association and that any failure by the lessee to comply with the terms of such documents shall be a default under the Lease.

6.4 Transfer of Title to Common Areas and Limited Common Areas. Declarant shall convey to the Association title to the various Common Areas and Limited Common Areas free and clear of all liens (other than the lien of current general taxes and the lien of any non-delinquent assessments, charges, or taxes, imposed by governmental or quasi-governmental authorities), as each such Common Area and Limited Common Area is substantially completed.

6.5 Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

(a) The right of the Association to govern by rules and regulations the use of the Common Areas for the Owners so as to provide for the enjoyment of the Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Residential Lots by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Areas;

(b) The right of the Association to suspend an Owner's right to the use of any amenities included in the Common Areas for any period during which an assessment on such Owner's Residential Lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Owner of the provisions of this Declaration or of any rule or regulation promulgated by the Board;

(c) The right of Rich County and Garden City, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, and providing any other governmental or municipal service; and

(d) The right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association, provided that such dedication or transfer must first be assented to in writing by: (1) all holders of first mortgages secured by Residential Lots, and (2) the Owners of at least seventy-five percent (75%) of the Residential Lots (not including Residential Lots owned by Declarant). No such dedication or transfer, however, may take place without the Association first receiving written approval from any applicable governmental agency or authority pursuant to all applicable state and city laws, rules and ordinances in effect at the time of such proposed dedication or transfer.

6.6 Reservation of Access and Utility Easements. Declarant reserves easements for access, electrical, gas, communications, cable television and other utility purposes and for sewer, drainage and water facilities, (whether servicing the Property or other premises or both) over, under, along, across and through the Property, together with the right to grant to Garden City and Rich County, or any other appropriate governmental agency or to any public utility or other corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof.

6.7 Easements for Encroachments. If any part of the Common Areas or Limited Common Areas as improved by Declarant now or hereafter encroaches upon any Residential Lot or if any structure constructed by Declarant on any Residential Lot now or hereafter encroaches upon any other Residential Lot or upon any portion of the Common Areas or Limited Common Areas, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure on any Residential Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon any other Residential Lot or upon any portion of the Common Areas or Limited Common Areas due to such reconstruction shall be permitted; and

valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

6.8 Easements for Construction and Development Activities. Declarant reserves easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for the (a) construction of Living Units on Residential Lots, (b) improvement of the Common Areas and Limited Common Areas and construction, installation and maintenance thereon of Roadways, walkways, buildings, structures, landscaping, and other facilities designed for the use and enjoyment of some or all of the Owners, and (c) construction, installation and maintenance on lands within, adjacent to, or serving the Property of Roadways, walkways, and other facilities, planned for dedication to appropriate governmental authorities. The reservations contained in this paragraph shall expire twenty (20) years after the date on which this Declaration was filed for record in the Office of the County Recorder of Rich County, Utah.

ARTICLE VII LAND USE RESTRICTIONS AND OBLIGATIONS

7.1 General Restrictions and Requirements.

(a) No improvement, excavation, fill, or other work (including the installation of any wall or fence) which in any way alters any Residential Lot from its natural or improved state existing on the date such Residential Lot is first conveyed to a home buyer shall be made or done except upon strict compliance with the provisions of this Article VII and the provisions of Article VIII. Notwithstanding the forgoing, any conveyance of a Residential Lot by the Declarant to a homebuilder(s) or the like for purposes of constructing a Living Unit on the Residential Lot that will, upon completion, be sold to a home buyer shall not be considered a first conveyance to a home buyer.

(b) Residential Lots shall be used only for single-family residential purposes, and no more than one Living Unit shall be constructed on any Residential Lot. The facilities and improvements constituting part of the Common Areas shall be used only for the purposes and uses for which they are designed. Common Areas shall be used only for natural recreational uses which do not injure or scar the Common Areas or the vegetation thereof, increase the cost of maintenance thereof or cause unreasonable embarrassment, disturbance or annoyance to Owners in their enjoyment of their Residential Lots and Living Units or the Common Areas.

(c) Businesses, professions or trades may be operated or maintained in a Residential Lot subject to the prior written approval of the Board, which approval shall not be unreasonably withheld, subject to the following limitations: (i) any such business, profession or trade may not require heavy equipment or create a nuisance within the Project, (ii) may not noticeably increase the traffic flow to the project, (iii) may not be observable from outside the Residential Lot, and (iv) may only be carried on following approval from Garden City pursuant to all applicable state and city laws, rules and ordinances in effect at the time any such use is requested. Specifically, it is contemplated that certain businesses, professions or trade which rely heavily on the Internet and other

similar types of technological advances may be operated or maintained within a Residential Lot, subject to the foregoing limitations and all other limitations of this Declaration.

(d) No noxious or offensive activity shall be carried on upon any Residential Lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their Residential Lots and Living Units or the Common Areas and Limited Common Areas. Without limiting the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Residential Lot and Living Unit thereon, shall be placed or used upon any Residential Lot without the prior written approval of the Design Committee.

(e) Owners, residents, tenants, boarders, and other occupants shall keep Common Areas and Limited Common Areas clear of furniture, fixtures, appliances, and all other goods and chattels, and shall not interfere, or allow such goods and chattels to interfere, with lawn care, landscaping, snow removal, or any other maintenance work. Notwithstanding the foregoing, Owners and occupants may keep common residential outdoor furniture and equipment (e.g., barbecues, grills, porch swings, hot tubs, and the like) on concrete patios and porches of their Residential Lot, but such items must be kept clean and in good repair. Nevertheless, front porches shall be limited to such goods and chattels commonly kept on front porches, excluding items such as barbecues, grills, hot tubs, and the like; other front porch exclusions may be identified in rules adopted by the Board.

(f) Each Residential Lot, and all improvements located thereon, shall be maintained by the Owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at the Owner's expense.

(g) No Owner may construct a fence or wall without the prior written consent of the Design Committee.

(h) All garbage, rubbish, and trash shall be kept in covered containers; provided, however, Owners shall not maintain or place outside garbage, rubbish or trash containers on Residential Lots other than covered trash containers kept within a screened area that is located adjacent to the Living Unit. In no event shall such containers be maintained so as to be visible for neighboring Residential Lots, Roadways, Limited Common Areas, or Common Areas. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with applicable laws and the rules and regulations of the Board.

(i) No Residential Lot shall be re-subdivided.

(j) All improvements shall be constructed in accordance with applicable building line and setback provisions of zoning ordinances.

(k) All structures constructed on any Residential Lot shall be constructed with new materials unless otherwise permitted by the Design Committee; and no used structures shall be relocated or placed on any Residential Lot.

(l) No structure or improvement having a height of more than two (2) stories shall be constructed on any Residential Lot; provided, however, that the height of a structure or improvement may exceed two (2) stories if permitted by law and if the Design Committee determines that the proposed height is compatible with the physical site involved and adjoining properties.

(m) Living Units on all Residential Lots shall have a minimum of a two (2) car attached garage.

(n) Aluminum, vinyl and/or steel siding shall only be used in soffit and fascia areas of Living Units constructed upon Residential Lots.

(o) The exterior covering of all Living Units shall be of brick, native or artificial stone, stucco or hardboard siding, as determined by the Declarant. Once a Living Unit is contacted, no Owner shall change or alter the exterior covering or color of the Living Unit unless prior written approval is obtained from the Design Committee.

(p) No Living Unit shall be permitted to remain incomplete for a period in excess of one (1) year from the date of commencement of construction unless any delays are approved by the Design Committee.

(q) No accessory building shall be constructed upon any Residential Lot unless specifically allowed by architectural standards prior approved by the Design Committee. In the absence of any architectural standards, no such accessory building shall be allowed.

(r) No exterior lighting of any sort shall be installed or maintained on a Residential Lot if the light source shines directly into a neighboring residence.

(s) No Living Unit shall be occupied until the same is substantially completed in accordance with the plans of the Living Unit type and a certificate of permanent occupancy is issued by the appropriate governmental agency.

(t) No Owner of any Residential Lot, except the Declarant and homebuilders, shall build or permit the building thereon of any structure that is to be used as a model or exhibit unless a permit to do so is first granted by the Design Committee.

(u) No improvement which suffers partial or total destruction shall be allowed to remain on any Residential Lot in such a state for more than three (3) months after the date of such destruction. All remodeling, alterations and repair or replacements shall be approved by the Design Committee in writing and prior to such remodeling and alterations being commenced, and shall be completed expeditiously and in a workmanlike manner.

(v) No outside toilet, other than self-contained portable toilet units used during construction, shall be placed or constructed on any Residential Lot or the Common Areas. All plumbing fixtures, dishwashers, garbage disposals, toilets and sewage disposal systems shall be connected to a sewage system.

(w) No fuel tanks or similar storage facilities shall be constructed or used on any Residential Lot or in the Common Areas.

(x) No exterior antenna or satellite dish of any sort shall be installed or maintained on any Residential Lot, except of a height, size and type approved by the Design Committee. No activity shall be conducted within the Property which interferes with television or radio reception.

(y) No outside clotheslines and other outside clothes drying or airing facilities shall be maintained on any Residential Lot unless the same is maintained within a fenced enclosure and not visible from the Roadways.

(z) No drilling (except for a water well expressly permitted), refining, quarrying, or mining operations of any kind shall be permitted upon any Residential Lot or the Common or Limited Common Areas, and no derrick, structure, pump or equipment designed for use in any such activity shall be erected, maintained or permitted on any Residential Lot or the Common Areas or Limited Common Areas. There shall be no water well developed on any Residential Lot by the Owner thereof unless: (i) a permit is first obtained from the Board; and (ii) the Board first approves the location and facilities used in connection with such well.

(aa) There shall be no blasting or discharge of explosives upon any Residential Lot or the Common and Limited Common Areas except as permitted by the Board; provided that this provision shall in no way limit or restrict Declarant in its activities in connection with and during the development and sale of Residential Lots.

(bb) No signs or flags whatsoever shall be erected or maintained upon any Residential Lot, except:

(1) Such signs as may be required by legal proceedings;

(2) Such signs as Declarant may erect or maintain on a Residential Lot prior to sale and conveyance;

(3) One "For Sale" or "For Rent" sign having a maximum face area of nine (9) square feet and referring only to the premises on which it is situated;

(4) A flag of the State of Utah or the United States of America; and

(5) Religious and holiday signs, symbols, and decorations displayed inside a Living Unit. However, the Association may adopt time, place, and manner restrictions with respect to displays visible from outside the Living Unit.

(cc) Except to the extent used by Declarant in connection with and during the development and sale of Residential Lots, no mobile home or similar facility shall be placed upon any Residential Lot, the Common Areas, Limited Common Areas, or adjoining public streets except for temporary storage in strict accordance with the rules and regulations of the Board. No stripped down, wrecked or junk motor vehicles shall be kept, parked, stored or maintained on any Residential Lot, Common Areas, Limited Common Areas, or Roadways. No large commercial vehicle, recreational vehicle, motor home, camping trailer, snowmobile trailer, boat, or the like, shall be parked on any Residential Lot, Roadways, Common Areas, or Limited Common Areas without prior approval from the Board unless it is parked: (1) in a garage; or (2) on a concrete pad

adjacent to the garage as long as the vehicle does not protrude beyond the plane defined by the front of the garage.

(dd) Maintenance of any animals on any Residential Lot shall be subject to the following restrictions and limitations:

(1) No livestock of any kind, including, but not limited to, pigs, cows, goats, sheep, horses, etc. may be kept or maintained on any Residential Lot.

(2) No dangerous or nuisance animals, as defined by the Board, may be maintained or kept on any Residential Lot.

(3) The area of any Residential Lot occupied by an animal shall be properly maintained so as not to create any noxious or offensive odors or conditions which is or may become a nuisance or may cause disturbance or annoyance to other Owners in the Project.

(4) No animals shall be permitted on the Common Areas or Limited Common Areas except when accompanied by and under the control of the persons to whom they belong.

(5) The use and control of any animals shall be subject to further control by rules and regulations promulgated by the Board.

(ee) Subject to further control by rules and regulations promulgated by the Board, only a reasonable number of generally recognized house pets shall be kept on any Lot. House pets shall be permitted on the Common Areas when accompanied by and under the control of the person to whom they belong. No animals of any kind shall be raised for commercial purposes unless prior written approval is obtained from the Board.

(ff) There shall be no exterior fires, except fires started and controlled by the Association incidental to the maintenance and preservation of any portion of the Property and barbecue and incinerator fires contained within facilities or receptacles designed for such purposes. No Owner shall cause or permit any condition which creates a fire hazard, creates a nuisance, or is in violation of any fire prevention regulations.

(gg) There shall be no camping upon any Residential Lot or Common or Limited Common Areas except as permitted by the Board by written license.

(hh) No Owner or guest shall park any vehicle or cause any obstruction in front of a driveway. Further, no overnight parking shall be allowed on the Roadways, including the parking of boats, motor homes, campers and other recreational vehicles. The Board may implement such rules and regulations regarding the parking and storage of automobiles and other recreational vehicles as it deems necessary and appropriate.

(ii) Subject to applicable laws and ordinances, any Living Unit, and the Residential Lot upon which it is constructed, may be used as a Short-Term Rental or a Long-Term Rental.

(1) The occupants of each Short-Term Rental and Long-Term Rental shall enjoy the same rights of nonexclusive use and enjoyment of the Common

Areas and Limited Common Areas due to the Owner(s) thereof, and also be subject to any limitations applicable to the Owner(s) including those resulting from a lack of Good Standing.

(2) The Owner(s) of a Short-Term Rental or a Long-Term Rental shall be jointly and severally responsible, for: (i) the violations of the Governing Documents; (ii) the acts and omissions; (iii) any damages or injuries to the Common Areas or Limited Common Areas caused by, directly or indirectly, their tenants, boarders, guests, invitees, or other occupants, and the guests and invitees of such.

(3) In the event that a Short-Term Rental, Long-Term Rental, or the Owner(s), residents, tenants, boarders, or other occupants thereof are not in Good Standing, the Association may suspend the Owners' rights, in accordance with § 57-8a-308 of the Act, to use the Common Areas, or any amenities included therein, for any period during which the Owner(s) or their Short-Term Rental or Long-Term Rental is not in Good Standing.

(4) For purposes of the Act, every Short-Term Rental agreement and every Long-Term Rental agreement shall be considered a "Lease" as defined by the Act. The Owner(s) of a Short-Term Rental or Long-Term Rental shall include a provision in each such Lease that: (i) requires each tenant or the like of a Short-Term Rental or Long-Term Rental to abide by the terms of the Governing Documents; and (ii) holds such tenant and the Rental Lot Owner jointly and severally liable for a violation of a provision of the Governing Documents.

7.2 Exemption of Declarant. Notwithstanding the provisions of Section 7.1, the Declarant shall have the right to use any Residential Lot or Living Unit owned by it, and any part of the Common Areas and Limited Common Areas reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional or other activities designed to accomplish or facilitate improvement of the Common Areas and Limited Common Areas or improvement and sale of all Residential Lots owned by Declarant.

7.3 Enforcement of Land Use Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration:

- (a) The Declarant, during the Period of Administrative Control;
- (b) Any Owner; or
- (c) The Association.

The prevailing party in an action for the enforcement of any provisions of this Declaration or the other Governing Documents shall be entitled to collect court costs, attorney's fees, debt collection costs, and costs related to the foregoing.

7.4 Conditional Notes on Plat. Neither the Association nor any Owner of a Residential Lot shall have the authority to waive or alter the conditions or requirements set out as notes on the Plat. The term condominium may have been utilized on the Plat; notwithstanding,

the Association and its Members desire to confirm, consistent with the Plat and the intent of the Project, that The Village at Lighthouse Pointe is a planned unit development subject to the Utah Community Association Act and is not a condominium project.

ARTICLE VIII ARCHITECTURAL CONTROL

8.1 Organization of the Design Committee. There shall be a Design Committee consisting of not fewer than three (3) members. The members of the Design Committee need not be Owners. Declarant shall have the right to appoint, remove and increase the number of members of the Design Committee; provided that such right shall vest in the Board upon the expiration of any continuous period of eighteen (18) months during which Declarant at all times owns less than ten percent (10%) of the Residential Lots then covered by this Declaration. Declarant may voluntarily relinquish control of the Design Committee to the Board at any time. Whenever the Design Committee consists of more than three (3) members, it may designate subcommittees, each consisting of at least three (3) members. Unless authorized by the Board, the members of the Design Committee shall not receive any compensation, but all members shall be entitled to reimbursement from the Association for reasonable expenses incurred in the performance of any Design Committee function.

8.2 Actions Requiring Approval. No fence, wall, Living Unit, accessory or addition to a Living Unit, or landscaping or other improvement of a Residential Lot shall be constructed or performed, nor shall any alteration of any structure on any Residential Lot, including a change in exterior color, be made, unless complete plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall first be submitted to and approved by the Design Committee.

8.3 Standard of Design Review. Before granting any approval of plans and specifications, the Design Committee shall determine to its reasonable satisfaction that such plans and specifications: (i) conform to all architectural standards contained in this Declaration and all further architectural standards promulgated from time to time by the Board; and (ii) provide for a structure, alteration, landscaping or other improvements in harmony as to external design and location with surrounding structures and topography.

8.4 Design Committee Rules and Architectural Standards. The Board may, upon recommendation from the Design Committee, adopt and file as a matter of public record reasonable rules related to the efficient review of plans and specifications including requirements as to the number of sets of plans and specifications to be submitted, the fixing of a review or variance request fee not exceeding Fifty Dollars (\$50.00) per review or variance request, the details to be shown on plans and specifications, and design guidelines consistent with this Declaration and covering such matters as setbacks, height limitations, restrictions on minimum or maximum size and quality of structures.

8.5 Approval Procedure. The Design Committee and any subcommittees thereof shall meet from time to time as necessary to perform the duties of the Design Committee. The vote or written consent of a majority of the Design Committee or any authorized subcommittee shall constitute the act of the Design Committee. Any plans and specifications submitted to the Design Committee shall be approved or disapproved within thirty (30) days after receipt by the Design

Committee. If the Design Committee fails to take action within such period, the plans and specifications shall be deemed to be approved as submitted.

8.6 Variance Procedure. If plans and specifications submitted to the Design Committee are disapproved because such plans and specifications are not in conformity with applicable architectural standards, the party or parties making such submission may submit a request for variance to the Design Committee, which shall make a written recommendation of approval or disapproval of the requested variance to the Board. The Board shall approve or disapprove the request for variance in writing. If the Board fails to approve or disapprove a request for variance within sixty (60) days after such request is submitted to the Design Committee, such request shall be deemed to be denied.

8.7 Nonwaiver. The approval by the Design Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Design Committee to disapprove any similar plans and specifications.

8.8 Completion of Construction. Once begun, any improvements, construction, landscaping or alterations approved by the Design Committee shall be diligently prosecuted to completion in strict accordance with the plans and specifications approved by the Design Committee.

8.9 Exemption of Declarant. The provisions of this Article shall not apply to any improvement, construction, landscaping, or alteration made or performed by or under the direction of the Declarant within the Project at any time during the Period of Administrative Control. In addition, the provisions of this Article shall not apply to any of the initial construction of a Living Unit and related improvements performed by a licensed contractor such as a homebuilder.

8.10 Estoppel Certificate. Within thirty (30) days after written demand therefor is delivered to the Design Committee by any Owner and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Board, the Design Committee shall issue an estoppel certificate in recordable form executed by any two of its members, certifying with respect to any Residential Lot of such Owner that as of the date thereof either: (i) all improvements and other work made or done upon or within such Residential Lot by the Owner, or otherwise, comply with this Declaration; or (ii) such improvements or work do not so comply, in which event the certificate shall also (a) identify the nonconforming improvements or work, and (b) set forth the nature of such noncompliance. Any mortgagee or purchaser from the Owner shall be entitled to rely on such certificate with respect to the matters therein set forth.

8.11 Disclaimer of Liability. Neither the Design Committee, nor any member thereof acting in good faith shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of (i) the approval or rejection of, or the failure to approve or reject, any plans, drawings and specifications, (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (iii) the development or manner of development of any of the Property, or (iv) any engineering or other defect in approved plans and specifications.

**ARTICLE IX
INSURANCE**

9.1 Liability Insurance. The Board shall procure and maintain from a company or companies holding a rating of "AA" or better from Best's Insurance Reports a policy or policies (herein called "the Policy") of Public Liability Insurance to insure the Association, the Board and the Managing Agent and employees of the Association against claims for bodily injury and property damage arising out of the conditions of the Common Areas or activities thereon under a Comprehensive General Liability form. Such insurance shall be for such limits as the Board may decide, but not less than those limits customarily carried by properties of comparable character and usage in Rich County nor less than \$1,000,000 for personal injury and property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall customarily be covered with respect to property similar in construction, location and use. The Policy shall contain a "Severability of Interest" endorsement which shall preclude the insurer from denying the claim of any Owner because of negligent acts of the Association or other Owners and a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced. The Policy shall provide that the Policy may not be cancelled by the insurer unless it gives at least thirty (30) days' prior written notice thereof to the Board and every other person in interest who shall have requested in writing such notice of the insurer. Any such coverage procured by the Board shall be without prejudice to the right of the Owners to insure their personal liability for their own benefit at their own expense.

9.2 Additional Insurance; Further General Requirements. The Board may also procure insurance which shall insure the Common Areas and Limited Common Areas and the Association, the Board, the Managing Agent or the Owners and others against such additional risks as the Board may deem advisable. Insurance procured and maintained by the Board shall not require contribution from insurance held by any of the Owners or their mortgagees. Each policy of insurance obtained by the Board shall, if reasonably possible, provide: (i) a waiver of the insurer's rights of subrogation against the Association, the Owners and their respective directors, officers, agents, employees, invitees and tenants; (ii) that it cannot be cancelled, suspended or invalidated, due to the conduct of any particular Owner or Owners; (iii) that it cannot be cancelled, suspended, or invalidated due to the conduct of the Association or any directors, officer, agent, or employee of the Association without a prior written demand that the defect can be cured; and (iv) that any "no other insurance" clause therein shall not apply with respect to insurance maintained individually by any of the Owners.

9.3 Review of Insurance. The Board shall periodically, and whenever requested by Owners representing twenty percent (20%) or more of the Residential Lots, review the adequacy of the Association's insurance program and shall report in writing the conclusions and action taken on such review to the Owner of each Residential Lot who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by any Owner.

9.4 Residential Lots and Living Units Not Insured by Association. The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any Residential Lot or Living Unit, the and acts and events occurring thereon.

9.5 Owners Insurance. The Owner(s) of each Residential Lot, except the Declarant, shall be required at his own cost and expense to obtain and at all times maintain in full force and effect a policy or policies of fire and casualty insurance, with extended coverage endorsement, insuring the Living Unit and garage located on such Residential Lot in an amount equal to its full insurable replacement value. Such Owner(s) shall provide the Association with a copy of each policy of insurance or a certificate issued by the insurance company to evidence such insurance and each such policy shall provide that it will not be cancelled or terminated by the insurance company without giving the Association at least ten (10) days advance written notice of such cancellation or termination. Such policy or policies shall waive the insurance company's right of subrogation against the Association, the Owners, any Managing Agent, and the agents, representatives, employees, contractors, and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for waiver of subrogation rights. Such policy may include a standard, non-contributory mortgagee clause or endorsement in favor of any Mortgagee who holds a Mortgage covering all or any part of the Lot. Except as otherwise required by an applicable Mortgage, the proceeds of any such insurance shall be applied to the extent necessary to repair or replace any damage or destruction by fire or other casualty. In the event that an Owner(s) of a Residential Lot fail to obtain and maintain the insurance required by this Section, or to provide the Association with suitable evidence of such insurance, the Association shall have the right, but without any obligation, to obtain such insurance on behalf of such Owner(s), and the Owner(s) shall be jointly and severally obligated to immediately reimburse the Association for the costs thereof. Each such Owner's obligation to reimburse the Association for the cost of any such insurance shall be secured by a lien upon its Residential Lot as provided in this Declaration with respect to assessments.

9.6 Compliance with Laws. Notwithstanding anything in this Article to the contrary, the Association shall comply with all insurance requirements mandated by applicable laws, rules, ordinances, and statutes.

ARTICLE X CONDEMNATION

10.1 If at any time or times the Common Areas or Limited Common Areas or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the Association and shall be used promptly by the Board to the extent necessary for restoring or replacing any improvements on the remainder of the Common Areas or Limited Common Areas. Upon completion of such work and payment in full therefor, any proceeds of condemnation then or thereafter in the possession of the Association which are proceeds for the taking of any portion of the Common Areas or Limited Common Areas shall be disposed of in such manner as the Board shall reasonably determine; provided, however, that in the event of a taking in which any Residential Lot is eliminated, the Board shall disburse the portion of the proceeds of the condemnation award allocable to the interest of the Owner(s) of such Residential Lot in the Association and the Common Areas and Limited Common Areas to such Owner(s) and any first mortgagee of such Residential Lot, as their interests shall appear, after deducting the proportionate share of said Residential Lot in the cost of debris removal.

**ARTICLE XI
MISCELLANEOUS**

11.1 Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner, at the latest address for such person as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the managing Agent or the President of the Association. Any notice required or permitted to be given to the Design Committee may be given by delivering or mailing the same to the Managing Agent or any member of the Design Committee.

11.2 Amendment. Except as provided in Section 5.7 of Article V and Article XI, this Declaration may be amended and/or restated by:

- (a) during the Period of Administrative Control, the Declarant, or
- (b) after the Period of Administrative control ends, the consenting vote, in a meeting of the Owners, of Owners representing a majority of the Residential Lots; and
- (c) the recording of the amendment or restatement in the office of the County recorder of Rich County, Utah, executed by the Declarant or any two members of the Board certifying that such amendment or restatement has been duly adopted by the Declarant or the affirmative vote of Owners representing a majority of the Residential Lots.

11.3 Consent by Written Ballot. In the event that the amendment or restatement of this Declaration requires the consenting vote of Owners representing a majority of the Residential Lots, such requirement may be fully satisfied by obtaining, with or without a meeting, such consenting votes by written ballot. The following additional provisions shall govern the application of voting on the amendment or restatement of this Declaration by written ballot or otherwise:

- (a) All necessary consenting votes must be obtained prior to the expiration of no more than ninety (90) days after written notice of the proposed amendment or restatement of this Declaration is given to the Owner.
- (b) The total number of votes required for approval of the proposed amendment or restatement of this Declaration shall be determined as of the date on which the last consenting vote is signed.
- (c) Except as provided in the following sentence, any change in ownership of a Residential Lot which occurs after a consenting vote has been obtained from the Owner(s) thereof shall not be considered or taken into account for any purpose. A change in ownership which would increase the total number of Residential Lots owned by Class A Members shall, however, be considered in the election.
- (d) Only one (1) vote is allowed per Residential Lot; receipt by the Association of votes by more than one (1) Owner of a Residential Lot, if inconsistent with each other, shall not be considered or taken into account for any purpose.

11.4 Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration or in any way relating to the Property may be assigned.

11.5 Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision herein construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof, which shall remain in full force and effect. The laws of the State of Utah shall govern the validity, construction and enforcement of this Declaration.

11.6 Covenants to Run With Land. This Declaration and the Bylaws, and all their provisions, shall constitute covenants that run with the land or equitable servitudes, as the case may be, and shall be binding upon and inure to the benefit of the Declarant, the Owners, all parties who hereafter acquire any interest in a Residential Lot or Living Unit, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns.

11.7 Persons Subject to Governing Documents. To the maximum extent not prohibited by law: (i) all Owners, tenants, boarders, and other occupants of such Owners regardless of duration, residents of a Residential Lot, employees of any of the foregoing, any other person who may in any manner enter upon or use the Property or any part thereof, and all interests in any Residential Lot or Living Unit shall be subject to the Governing Documents adopted pursuant to the provisions of the Act; and (ii) all agreements, decisions, and determinations lawfully made by the Board, the Managing Agent, or the Association in accordance with the Act and the Governing Documents shall be deemed to be binding on all Owners, tenants, boarders, occupants, residents, employees of any of the foregoing, and any other person who may in any manner use the Property or any part thereof.

11.8 Reinvestment Fee Covenant. Following the original conveyance of title to a Residential Lot and Living Unit from a homebuilder to a homebuyer (which original conveyance is exempt from the reinvestment fee covenant (the "Covenant") herein described), with respect to each and every subsequent conveyance of title to the Residential Lot and Living Unit to a homebuyer, a fee (the "Reinvestment Fee") in the amount of:

(a) During the Period of Administrative Control, 0.1% (1/10%) of the value (i.e., the purchase price) of a burdened property (i.e., the Residential Lot and Living Unit) shall be charged.

(b) After the Period of Administrative Control has ended, as evidenced by an instrument recorded by the Declarant, the Managing Agent, or the Board certifying that the Period of Administrative Control has ended, 0.5% (1/2%) of the value of a burdened property shall be charged.

This Reinvestment Fee shall be paid by the buyer of the burdened property unless otherwise agreed in writing by the buyer and the seller of the burdened property. The Reinvestment Fee shall be in addition to any pro rata share of assessments or the like due and adjusted at settlement. The existence of the Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property. The purpose of the amount required to be paid under the Covenant is to facilitate the maintenance of common areas, facilities, and/or

Association expenses and improvements, and is required to benefit the burdened property. The following provisions also apply to the Covenant and the Reinvestment Fee:

(c) The Association shall have a lien against the burdened property of the new Owner to secure payment and collection of the Reinvestment Fee.

(d) The obligation to pay the Reinvestment Fee shall be a personal and continuing obligation on the new Owner, regardless of whether the new Owner acquired title to the burdened property by regular conveyance, pursuant to a foreclosure sale (judicial or non-judicial), by inheritance or probate, or otherwise.

(e) The Association shall use the funds obtained from payment of all Reinvestment Fees to maintain, repair, and/or replace the Common Areas and Limited Common Areas.

(f) The provisions of this Section 11.8 shall be interpreted and enforced consistent with the provisions pertaining to "reinvestment fee covenants" in Sections 57-1-46 et seq. of the Utah Code, as the same may be amended. The burden of the Covenant is intended to run with the land (i.e., the Residential Lots and Living Units), to bind all successors and assigns, and to inure to the benefit of the Association. The duration of the Covenant shall be on-going until properly amended or eliminated, or until prohibited by operation of law.

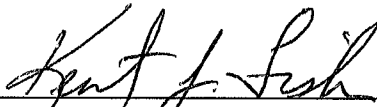
11.9 Services Exemption. During the Period of Administrative Control, and to the extent allowed by law, the Declarant shall have the right and authority to exempt the Association from providing any of the services that this Declaration requires the Association to provide to or for the Association, the Living Units, the Owners, the Property, the Resident Lots, or any other person. Exempting a service shall not require that any further notice be given or that any assessment be reduced or eliminated. Such services include but shall not be limited to design committee services, snow removal, landscaping maintenance, and any other services of any kind whatsoever.

11.10 Duration. The covenants and restrictions of this Declaration are perpetual and shall run with the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of the land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns.

11.11 Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Rich County, Utah.

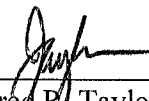
IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first indicated below.

The Declarant:



Kent J. Fisher, as:
Member of Lighthouse Pointe Development, LLC

Date: _____

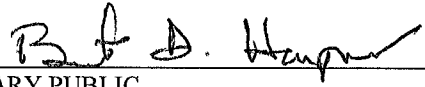


Jared R. Taylor, as:
Vice President of Robert W. Speirs Plumbing, Inc.,
which entity is, and as, a Member of Lighthouse
Pointe Development, LLC

Date: 1/29/2021

STATE OF UTAH)
 :SS
COUNTY OF Davis)

On the respective dates indicated above, each of the above-name individuals, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, did state that Kent J. Fisher and Robert W. Speirs Plumbing, Inc., are all of the members of Lighthouse Pointe Development, LLC, and each did further state that he is duly-authorized to sign this document on behalf of Lighthouse Pointe Development, LLC, or Robert W. Speirs Plumbing, Inc., respectively, did voluntarily sign this document on behalf of such entity, and did acknowledge that such entity thereby executed the same as the Declarant.



NOTARY PUBLIC

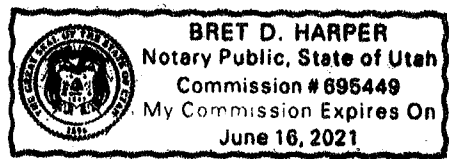


EXHIBIT "A"

The plat and site plan of Phase One, The Village at Lighthouse Pointe, a Planned Residential Unit Development, of the Property follow this page.

EXHIBIT "B"

The Common Areas within The Village at Lighthouse Pointe, a Planned Residential Unit Development, shall include all Common Areas and Roadways designated as Common Areas on the Plat(s) and in the Declaration.

EXHIBIT "C"

The Bylaws of The Village at Lighthouse Pointe Homeowners Association follow this page.

BYLAWS

of

The Village at Lighthouse Pointe Homeowners Association

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1 DEFINITIONS

The following terms, when used in these Bylaws, shall have the following meanings. Except as otherwise provided herein, or as may be required by the context, all capitalized terms not defined herein shall have the same meaning and effect as used and defined in the Declaration.

- A. **“Articles”** or **“Articles of Incorporation”** means the most recent articles of incorporation or merger of the Association as they may be amended or restated from time to time, and as duly filed with the state in which the Association is incorporated.
- B. **“Association”** means The Village at Lighthouse Pointe Homeowners Association and, as the context requires, the Property, Directors, Officers, Managers, or other agents of the Association. The Association is or will be organized as a Utah nonprofit corporation under the Utah Revised Nonprofit Corporation Act and is subject to the Utah Community Association Act.
- C. **“Board”** or **“Board of Directors”** means the entity, regardless of name, with primary authority to manage the affairs of the Association. During the Control Period, the Declarant has primary authority to manage the affairs of the Association.
- D. **“Bylaws”** means the most recent bylaws of the Association as they may be amended or restated from time to time, and as duly recorded in the recorder’s office of the county in which the Association is located.
- E. **“Common Area”** means property owned or managed by the Association for the use of one or more of the Owners and Residents, and as further defined in the Declaration. For purposes of these Bylaws, Common Area shall include any limited common area defined in the Declaration unless clearly not applicable.
- F. **“Control Period”** means the period of administrative control of the Association by the Declarant, and as further defined in the Declaration and the Utah Community Association Act.
- G. **“Declarant”** shall mean Lighthouse Pointe Development, LLC, a Utah entity, and its successors and assigns. The Declarant may assign all or part of its rights hereunder.
- H. **“Declaration”** means the declaration of covenants, conditions & restrictions of the Association as they may be amended or restated from time to time, and as duly recorded in the county in which the Association is located.
- I. **“Director”** means a member of the Board of Directors.
- J. **“Dwelling”** means a residential structure constructed on a Lot, and as further defined in the Declaration.
- K. **“Good Standing”** means, in addition to any meaning ascribed in the Declaration, free of any past-due assessments and in compliance with all applicable obligations described in the Governing Documents.

- L. **“Governing Documents”** means the Association’s duly recorded Declaration, Bylaws, and Plat; the Association’s Articles of Incorporation, as applicable; the duly adopted Resolutions of the Board; and the duly adopted Rules of the Association.
- M. **“Lot”** means any numbered building lot shown on the Plat, including any Dwelling or other improvements constructed thereon.
- N. **“Manager”** means any Person engaged by the Board to manage all or part of the Association.
- O. **“Member”** means the Owner(s), taken together, of a Lot such that there is a single Member per Lot; except, where the context requires, Member means such Owners individually. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot.
- P. **“Minutes”** means the official record of actions taken in (as opposed to a transcript of) a meeting of Members, a Board meeting, or a meeting of a committee. Minutes shall include: (1) the name of the Association; (2) the type of meeting; (3) the date, time, and place of the meeting; (4) the names of the Directors, Officers, and, if reasonably available, the Owners or their authorized representatives present at the meeting; (5) a description of any action taken at the meeting, (6) whether a quorum was present at the meeting; (7) the name and position of the person taking the minutes, and (8) whether the Minutes of a previous meeting were approved as read or as corrected.
- Q. **“Officer”** means a Person appointed as an officer of the Association by the Board in accordance with these Bylaws.
- R. **“Owner”** means a Person holding both record title to and a present interest (as opposed to a future interest) in a Lot regardless of the type of tenancy or estate, and any spouse of such Person. A Person that is a mortgagee shall not be considered an Owner for purposes of these Bylaws.
- S. **“Owner Representative”** means a director, officer, member, manager, trustee, or other authorized representative of an Owner that is a legal entity. Unless otherwise provided in the Declaration, an Owner Representative shall be considered an Owner for purposes of all meetings, voting, written ballots, eligibility, and all other purposes described in these Bylaws.
- T. **“Person”** means a natural person and a corporation, trustee, or other legal entity.
- U. **“Plat”** means the one or more plats describing the real property of and within the Association as they may be amended or restated from time to time, and as duly recorded in the county in which the Association is located.
- V. **“Resident”** means a natural person who resides in a Dwelling, and who may be an Owner, an Owner Representative, a tenant, or a dependent or family member of, or member of the same household as, any of the foregoing, or any other Person who resides in the Association.

- W. “Resolution”** means a formal, written, and legally binding action or decision of the Association made and approved by the Board.
- X. “Rule”** means any instrument duly adopted by the Board for the regulation and management of the Association, but does not include, and may not conflict with, any provision found in the Declaration, Articles of Incorporation, these Bylaws, or a Resolution. The term “Rule” shall be broadly interpreted and includes design criteria, architectural standards, design guidelines, and other requirements such as may be subject to the control of an architectural control committee or the like.
- Y. “Vacationing Tenant”** means a natural person: (i) who rents or leases, and who resides in, a Dwelling for vacation, leisure, or recreational purposes; and (ii) who, upon such renting or leasing, had a permanent residence elsewhere to which he or she intended to return.

2 MEETINGS OF MEMBERS

2.1 Annual Meetings

One annual meeting of Members shall be held each calendar year at a place and time designated by the Board, and may be held in person. The primary purpose of the annual meeting shall be for electing members of the Board.

2.2 Special Meetings

Special meetings of Members may be called at any time by the Board or upon written request signed by a majority of the Members and provided to the Board. A written request shall state the specific purpose for the meeting. The Board shall designate the place, time, and purpose of a special meeting, and may be held in person. Notwithstanding the foregoing, the Board remains the only authorized body to act for and on behalf of the Association and its Members.

2.3 Notice

The Association shall give to each Owner entitled to vote at a meeting of Members notice of the place, date, time, and purpose of the meeting no less than ten (10) days and no more than thirty (30) days before the meeting. Notice shall be mailed to Owners via first-class or registered mail, or provided by electronic means including text message, email, or the Association's website, or given as otherwise provided by law.

When giving notice of a meeting of Members, the Association shall give notice of a matter that a Member intends to raise at the meeting if requested to do so in a signed writing by a person entitled to call the meeting and the request is received by a member of the Board at least ten (10) days before the Association gives notice of the meeting.

2.4 Eligibility

Only one vote is allowed for each Lot. A Lot must be in Good Standing for a vote associated with the Lot to be counted. Further, a Lot is only in Good Standing if all of its Owners and Residents are in Good Standing. Any Lot that is not in Good Standing at least thirty (30) days prior to the date of a meeting of Members, or prior to the date a written ballot is postdated, sent, or otherwise provided to an Owner, shall not be considered in Good Standing for purposes of the meeting or written ballot.

2.5 Quorum

Unless otherwise provided in the Declaration or these Bylaws, the quorum required at a meeting of Members shall be those Owners present in person or by proxy at the meeting, but such Owners must represent at least one-third of the Lots.

2.6 Proxies

Members may vote in person or by proxy in all meetings of Members. A proxy appointment shall be in writing, dated, and signed by the Member or its attorney-in-fact. To be effective, the original proxy appointment or a complete copy thereof, electronic or otherwise, must be received by the Association prior to the scheduled date and time of the meeting but no more than one week before the meeting. A proxy appointment shall be valid for 11 months unless a different period is expressly provided in the appointment form.

A proxy appointment may be revoked by a Member or its attorney-in-fact by attending a meeting and voting in person, or by delivering a subsequent proxy appointment that is received by the Association prior to the scheduled date and time of the meeting but no more than one week before the meeting.

2.7 Conduct

The Board, or its authorized representatives, shall preside at all meetings of Members. The Secretary or other authorized person shall keep and maintain minutes of meetings of Members.

Attendance at meetings of Members is limited to Owners or their attorneys-in-fact or proxies, and any Manager. Residents and others that are not Owners may not attend meetings of Members.

The Board may adopt further written policies and procedures with regard to conduct at meetings of Members.

2.8 Action by Written Ballot

At the discretion of the Board, or upon written request signed by Owners representing a majority of the Lots and provided to the Board at least a week before a meeting, any action that may be taken at a meeting of Members may be taken without a meeting and without prior notice if the Association

delivers a written ballot to Owners entitled to vote and if Owners representing at least a majority of the Lots vote by written ballot in favor of the action.

Notwithstanding the foregoing, except at an in-person meeting of Members, Directors may not be elected by written ballot except by the unanimous consent of all Members entitled to vote in an election of a Director(s).

2.8.1 Delivery

Ballots and any related information shall be delivered to Owners via first-class or registered mail, or provided by electronic means including email or a website, or delivered as otherwise provided by law.

2.8.2 Return

Members shall be given a fair and reasonable amount of time before the ballots must be received by the Association in order to be counted, but not more than 60 days after written ballots are sent to Owners. If ballots are delivered via first-class or registered mail, Members shall be given at least 15 days from the day on which the ballots and any related information are postdated. If ballots are provided by electronic means, including by email or a website, Members shall be given at least 5 days from the day on which the ballots and any related information are provided via such means.

2.8.3 Validity

Each written ballot returned to the Association by a Member shall, in order to be counted as a valid ballot, include the voting Owner's name, signature, email address, telephone number, and address of the Lot associated with the ballot. Any ballot that does not include each of the foregoing shall not be counted as a valid ballot.

If more than one written ballot is received from Owners owning the same Lot, then all of the ballots received for that Lot shall be considered invalid and not be counted.

Unless otherwise provided in the Declaration or Articles of Incorporation, a Member's written ballot may not be revoked once it is received by the Association.

2.8.4 Effect

Any action taken by written ballot has the same effect as action taken at a meeting of Members, and may be described as such in any document.

Following a vote involving written ballots, the Association shall provide notice to the Members of any action taken by written ballot.

2.8.5 Content

Whenever used by the Association for any purpose, including in meetings, written ballots shall: (1) describe each proposed action; (2) provide an opportunity to vote for or against each proposed action; (3) specify the period of time during which the ballot must be received by the Association in order to be counted; (4) indicate the number of Lots that must be represented by the voting to meet quorum requirements; (5) state the percentage of affirmative votes necessary to approve each proposed action; and (6) be accompanied by written information sufficient for Members to reach an informed decision on each proposed action.

Unless otherwise provided in the Declaration or these Bylaws, the period of time during which ballots must be received by the Association in order to be counted shall be no longer than 90 days.

Unless otherwise provided in the Declaration or these Bylaws, the number of Lots that must be represented by the voting to meet quorum requirements for each proposed action shall mean the number of ballots timely received by the Association for each proposed action.

Unless otherwise provided in the Declaration or these Bylaws, the percentage of affirmative votes necessary to approve a proposed action shall mean approval of the proposed action by a majority of the Lots represented by the timely-cast votes.

Each written ballot shall also include (1) a statement that only one vote is allowed per Lot; (2) a statement that in order for a vote to be counted the voting Owner must provide on the ballot (a) their full legal name, their signature, (b) their email address, (c) their telephone number, and (d) the address of the Lot associated with the ballot; and (3) a location where the voting Owner is to provide the foregoing information.

Each written ballot returned to the Association by a Member shall be kept in the Association records and, if applicable, with any Minutes of the corresponding meeting of Members.

3 BOARD OF DIRECTORS

3.1 Number

The Board shall be composed of three (3) individuals.

3.2 Term

Directors shall serve for a term of two (2) years; provided, however, that the first Board shall identify one of the three Directors to serve for a one-year term with the other two Directors serving a two year term. Thereafter, all Directors elected shall serve for a two year term. Board members shall continue to serve until their respective successors are elected, or until their death, resignation, or removal.

3.3 Eligibility

Each member of the Board shall at all times be an Owner. Notwithstanding, should multiple Owners hold ownership interests in the same Lot, only one of those Owners can be a member of the Board at any one time. An Owner need not be a Resident to be a member of the Board.

Notwithstanding the foregoing, if, after notice to the Owners, no Owner volunteers to fill a vacancy on the Board within a reasonable time, such as at an annual meeting of Members, then the remaining Director(s) or, if none, the Manager, shall select a non-Member Director to fill the vacancy. The selected non-Member may be any Person.

3.4 Powers and Duties

The Board shall have all the powers and duties provided for by law, including but not limited to administering the Association's affairs, performing the Association's responsibilities, and exercising the Association's rights as set forth in the Governing Documents.

Notwithstanding the foregoing, the Board shall not have the power or authority to take any action that is inconsistent with the Declaration, the Articles of Incorporation, or these Bylaws. Nor shall the Board have the power or authority to use Association funds to, or on behalf of, an Owner or an Owner's Lot unless: (i) so advised in writing by the Association's legal counsel, with such written advice kept in the Association's records in connection with records of such payment, or (ii) as a refund for an overpayment or other refundable payment made to the Association by the Owner or other party.

The power and duties of each Director is equal to those of all other Directors.

3.5 Delegation

To the extent allowed by law, the Board shall have full power and authority to delegate from time to time its powers, authorities, duties, and discretions to one or more managers, officers, committees, volunteers, or other agents, subject to any limitations or provisions contained in the Declaration or these Bylaws.

3.6 Resignation

A Director may resign at any time by delivering a written resignation to the Board. Unless otherwise specified in the written resignation, it shall take effect upon delivery.

3.7 Removal

A Director may be removed from the Board at any time with or without cause. Removal of a Director from the Board shall require a vote by written ballot in which at least fifty-one percent (51%) of the Members vote to remove the Director. The vote shall take place at a special meeting of the Members duly called with prior notice stating that the purpose of the meeting is to vote to remove a Director, or by action by written ballot in which case the period of time during which

ballots must be received by the Association in order to be counted shall be no longer than thirty (30) days.

4 NOMINATION AND ELECTION OF DIRECTORS

4.1 Nomination

Nominations for election to the Board may be made in advance of the annual meeting of Members by a nominating committee established by the Board or by any Owner.

Nominations for election to the Board may also be made from the floor at the annual meeting of Members.

4.2 Election

The election of Directors shall be by written ballot. The candidates receiving the largest number of votes shall be elected. Cumulative voting is not authorized.

A Director may be re-elected to the Board any number of times.

4.3 Vacancies

In the event of the death, resignation, or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

5 MEETINGS OF THE BOARD

5.1 Board Meetings

Meetings of the Board shall be held quarterly, or more frequently and at any other time as determined by the Board. Meetings of the Board shall be held at a place and time designated by the Board, and may be held in person or by electronic means.

A gathering of some or all of the members of the Board at which the Board does not conduct and vote on Association business shall not be considered a meeting of the Board.

5.2 Notice

Notice of Board meetings shall be provided to Directors in person, in writing, or by email or other electronic means at least 48 hours before a Board meeting. This requirement for at least 48 hours advance notice shall be deemed waived for a Board meeting held to address an emergency for which 48 hours' notice is not reasonable.

Directors shall provide a current email address or other current contact information to the Board for purposes of notice of Board meetings.

The Association shall provide notice of Board meetings by email to Owners that have requested in writing to be notified of Board meetings and have provided a valid email address, unless notice of the Board meeting is included in a Board meeting schedule that was previously provided to Owners, or unless the Board meeting is to address an emergency and each Director receives notice of the emergency Board meeting less than 48 hours before the meeting.

Notice of Board meetings to Owners shall state the place, date, and time of the Board meeting. If any Director may participate in a Board meeting via electronic means, the notice to Owners shall provide the information necessary to allow the Owners to also participate via the electronic means.

5.3 Quorum

A majority of the number of Directors shall constitute a quorum.

5.4 Conduct

The President or an authorized representative shall preside at Board meetings. The Secretary or other authorized person shall keep and maintain minutes of Board meetings.

Attendance at Board meetings is limited to Directors and others invited by the Board. Residents and others that are not invited by the Board shall not attend Board meetings.

Owners who attend Board meetings may be present for all discussion, deliberation, and decisions except when the Board is in executive session. Owners shall comply with all reasonable rules established by the Board for their attendance, and shall remain silent except when comments are solicited by the Board. The Board may limit attendees' comments to a specific time period during the meeting.

The Board may elect to enter an executive session to: (1) consult with an attorney for the purpose of obtaining legal advice; (2) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (3) discuss a personnel matter; (4) discuss a matter relating to contract negotiations, including review of a bid or proposal; (5) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or (6) discuss a delinquent assessment or fine.

The Board may adopt further policies and procedures with regard to conduct at Board meetings.

5.5 Action Without a Meeting

The Board may take any action without a Board meeting that may be taken at a Board meeting by obtaining the written approval, electronic or otherwise, of Directors constituting a majority of the number of Directors. The written approval of any action taken without a Board meeting shall

include Minutes of the action. Any action so approved shall have the same effect as though taken at a Board meeting.

5.6 Action by the Board

Any act of the Board shall be valid, if the required quorum is present at the time of the act, unless otherwise prohibited by law, the Declaration, any Articles of Incorporation, or these Bylaws.

Each Director present shall have one vote. An action by the Board shall require the affirmative vote of a majority of the number of Directors.

6 OFFICERS

6.1 Officers

The elected officers of the Association shall be (1) a president, (2) a vice-president, (3) a secretary, and (4) a treasurer.

The president, vice-president, and secretary shall each be a different Director as elected by the Board.

The Board may appoint additional officers from time to time, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may determine.

6.2 Term

Elected officers shall serve for a term of one (1) year but shall continue to serve after such term until their respective successors are elected, or until their death, resignation, or removal. Elected officers shall assume their duties at the close of the Board meeting at which they are elected.

Appointed officers shall serve until their death, resignation, or removal, with or without cause, by the Board.

6.3 Eligibility

The president, vice-president, and secretary shall at all times be Directors. The office of treasurer may be held by any Officer, elected or appointed.

An appointed Officer may be any Person deemed qualified by the Board.

No Person, Director or otherwise, shall be eligible to hold more than two (2) offices at the same time.

6.4 Duties

Officers shall perform the duties provided in this section and, to the extent not contradictory, such other duties as may be prescribed for their offices in the Governing Documents.

6.4.1 President

The president shall: (1) preside at all meetings of Members and of the Board; (2) conduct or appoint another to conduct such meetings; (3) manage the administration of the Association's affairs; (4) manage the performance of the Association's responsibilities; (5) manage the exercising of the Association's rights; (6) manage the enforcement of the provisions of the Governing Documents; and (7) carry out all other duties prescribed by the Governing Documents and applicable law.

6.4.2 Vice-President

The vice-president shall: (1) during the absence or disability of the president, perform all the duties of the president; and (2) perform such other duties as may be prescribed by the president or the Governing Documents.

6.4.3 Secretary

The secretary, or other person appointed by the Board when the secretary is unavailable, shall: (1) attend meetings of the Association; (2) record all votes and minutes of meetings in records to be kept for that purpose; (3) give notice of meetings of Members and of the Board; (4) maintain a list of Members entitled to vote at each meeting of Members, the list indicating the Owners' names and corresponding Lot addresses; (5) create and maintain a record of Owners who attend a meeting of Members, including a signature of each attending Owner; (6) maintain Association documents and records as required by law; and (7) perform such other duties as may be prescribed by the Board or the Governing Documents.

6.4.4 Treasurer

The treasurer shall: (1) have the custody of the Association funds and securities; (2) maintain complete and accurate accounts of receipts and disbursements in the Association's books; (3) deposit all money and other valuables in the name and to the credit of the Association in such depositories as may be designated by the Board; (4) disburse the funds of the Association as may be ordered or authorized by the Board, and preserve proper vouchers for such disbursements; (5) prepare the Association's annual financial report; (6) render to the president at the regular Board meetings, or whenever required, an account of the financial condition of the Association; (6) render a full financial report at the annual meeting of Members; (7) upon request, be furnished by all Officers and Association agents with such reports and statements as may be required regarding all financial transactions of the Association; and (8) perform such other duties as may be prescribed by the Board or the Governing Documents.

6.5 Delegation

Unless otherwise provided by the Governing Documents, an elected Officer may delegate to any other Officer, elected or appointed, and may engage one or more assistants from time to time.

An appointed Officer may not delegate without written approval of the Board, but may engage one or more assistants from time to time. The Board may withdraw written approval to delegate at any time with or without cause.

A Manager may perform one or more of the duties of any Officer at any time at the discretion of the Board.

6.6 Resignation

An Officer may resign at any time by delivering a written resignation to the Board. Unless otherwise specified in the written resignation, it shall take effect upon delivery.

6.7 Removal

An Officer may be removed from office at any time with or without cause, provided removal does not violate the eligibility requirements and leave a required office unfilled. Removal of an Officer from office, elected or appointed, shall require a majority vote of the Board. Notwithstanding, a Director who is removed from an office shall remain a Director equal to all other Directors.

7 NOMINATION AND ELECTION OF OFFICERS

7.1 Nomination

Nominations for election to an office may be made by members of the Board from the floor of a Board meeting, or by a candidate seeking the office by providing a signed writing to the Board no less than one (1) day and no more than thirty (30) days before the Board meeting.

Nominations for election to the Board may also be made from the floor at the annual meeting of Members.

7.2 Election

The election of elected Officers shall be by majority vote of the Board and shall take place at the first Board meeting following an annual meeting of Members. The candidates receiving the largest number of votes shall be elected. Cumulative voting is not authorized.

An elected Officer may be re-elected to the same office any number of times.

7.3 Vacancies

In the event of the death, resignation, or removal of an elected Officer, his successor shall be elected by a majority of the Board and shall serve for the unexpired term of his predecessor.

8 COMMITTEES

The Board may appoint such committees as deemed appropriate in carrying out its purposes, including appointment of an Architectural Committee. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time with or without cause.

The Board may adopt further policies and procedures with regard to committees and their composition, duties, proceedings, conduct, and all other matters.

9 RULEMAKING

9.1 Authority

The Board shall have the authority to adopt, amend, modify, cancel, limit, create exceptions to, expand, or enforce Rules.

9.2 Procedures

Before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding a Rule, the Board shall: (1) at least 15 days before the Board will meet to consider a change to the Rules, deliver notice to Owners that the board is considering a change to the Rules; (2) provide an open forum at the Board meeting giving Owners an opportunity to be heard at the Board meeting before the Board takes action to change the Rules; and (3) deliver a copy of the change in the Rules approved by the Board to the Owners within 15 days after the date of the Board meeting.

A Rule may not be inconsistent with any provision of the Declaration, the Articles of Incorporation, or these Bylaws.

9.3 Notice

Notice relating to a change to the Rules shall be mailed to Owners via first-class or registered mail, or provided by electronic means including text message, email, or the Association's website, or given as otherwise provided by law.

9.4 Effective Date

A Rule, or any change thereto, shall become effective ten (10) days after the date that it is provided to the Owners and Residents by first-class or registered mail, electronic means including email or the Association's website, or as otherwise provided by law.

9.5 Limitations

9.5.1 Equal Treatment

A Rule shall treat similarly situated Owners and Residents similarly.

9.5.2 Retroactive Rules

A Rule, including a Rule adopted by Resolution, shall not retroactively require an Owner or Resident to dispose of personal property that was in or on a Lot before the adoption of the Rule if the personal property was in compliance with the Governing Documents before the Rule was in force. This limitation does not apply to subsequent Lot owners that take title to the Lot after adoption of the Rule.

9.5.3 United States Flag

The Association shall not prohibit, by Rule or otherwise, an Owner or Resident from displaying the United States flag inside a Dwelling or on a Lot, if the display complies with United States Code, Title 4, Chapter 1, The Flag, and with Utah Code Title 57, Chapter 24, Display of Flag. Notwithstanding this prohibition, no Owner, Resident, or any other Person has a right to use any Common Area to display such a flag, or to modify any limited common area of the Association, or any other Common Area, including any portion of a Lot that is designated as any type of Common Area, in a manner that is inconsistent with or not authorized by the Governing Documents.

10 ENFORCEMENT

10.1 Authority

The Board shall have the power and authority to enforce the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and the Resolutions. The Board shall also have the power and authority to enforce, and to use its reasonable judgment to determine whether to enforce, the Rules. The Board may not be arbitrary or capricious in taking or not taking enforcement actions.

10.2 Applicability

Owners, Residents, and, to the maximum extent allowed by law, all Persons who enter upon or in any way make use of any Common Area, shall be subject to enforcement pursuant to the Governing Documents and applicable law.

Owners and non-owner Residents shall be jointly and severally responsible for violations of the Governing Documents by the non-owner Residents of the Owners' Lots, including the tenants of their Lots used as rentals. Tenants are not responsible for violations of Owners with respect their rental Lots, provided the tenants do not contribute to the violations.

10.3 Notice of Violation

In the event of a violation of the Governing Documents, the Association should issue a notice of violation against the offending party or the offending Lot, as the case may be.

A notice of violation shall only be issued for a violation of a Rule, Resolution, covenant, condition, or restriction that is in the Governing Documents.

10.3.1 Content

A notice of violation shall be in writing and shall include: (1) a brief description of the violation; (2) the date on or about which the violation was discovered; (3) a statement of the Rule or provision of the Governing Documents that was violated; (4) a statement that a fine may be assessed if (i) a continuing violation is not cured within not less than 48 hours and not more than ten (10) days of the written notice of violation, or (ii) a similar violation occurs within one year of the written notice of violation; and (5) a statement explaining how the violation can be resolved.

10.3.2 Delivery

A notice of violation should be delivered via registered or certified mail, return receipt requested, but may be sent as authorized by law.

If the offending party is a tenant of a Lot that is being rented, the notice of violation shall be delivered to both the tenants and to the Owner of the rental Lot.

10.3.3 Effective Date

A notice of violation is effective at the earliest of the following: (1) the date received; (2) five (5) days after the date of mailing; or (3) the date the receipt is signed by or on behalf of the addressee when the notice is delivered via registered or certified mail, return receipt requested.

10.4 Notice of Fine

Before a notice of fine can be issued, a notice of violation must first be issued.

In the event of a violation of the Governing Documents after the issuance of a notice of violation or a notice of fine for a similar violation, the Association should issue a notice of fine against the offending party or the offending Lot, as the case may be, provided that (1) the violation occurred within a year of the effective date of the notice of the similar violation, or (2) the violation continued for ten (10) or more days after the effective date of the notice of the similar violation.

A notice of fine shall only be issued for a violation of a Rule, covenant, condition, or restriction that is in the Governing Documents.

10.4.1 Content

A notice of fine shall be in writing and shall include: (1) a brief description of the violation; (2) the date on or about which the violation was discovered; (3) a statement of the Rule or provision of the Governing Documents that was violated; (4) the date on which the preceding notice of violation or notice of fine was sent; (5) the amount of the fine and where it is specified in the Governing Documents; (6) a statement that the amount of the fine shall be assessed as of the date of the notice of fine; and (7) a statement that (i) the fine is due and payable immediately or as otherwise provided in the Governing Documents, whichever is later, (ii) that late fees may apply if not timely paid, (iii) that interest may apply if not timely paid, and (iv) that the fine may constitute a lien that may be enforced by sale of the Lot and Dwelling.

10.4.2 Delivery

A notice of fine should be delivered via registered or certified mail, return receipt requested, but may be sent as authorized by law.

If the offending party is a tenant of a Lot that is being rented, the notice of fine should be delivered to both the tenants and to the Owner of the rental Lot.

10.4.3 Effective Date

A notice of fine is effective at the earliest of the following: (1) the date received; (2) five (5) days after the date of mailing; or (3) the date the receipt is signed by or on behalf of the addressee when the notice is delivered via registered or certified mail, return receipt requested.

10.5 Schedule of Fines

The Board may increase, but not decrease, the amount of fines in this schedule of fines by Resolution and written notice thereof to the Owners and Residents. Such an increase shall be effective against all Owners and Residents for all violations upon such written notice.

10.5.1 First Violation

A written notice of violation shall be issued for a first violation.

10.5.2 Second Violation

A fine in the amount of \$50 (fifty dollars) shall be assessed for a second violation that is similar to and occurs within a year of the first violation.

10.5.3 Third Violation

A fine in the amount of \$100 (one hundred dollars) shall be assessed for a third violation that is similar to and occurs within a year of the second violation.

10.5.4 Fourth Violation

A fine in the amount of \$150 (one hundred and fifty dollars) shall be assessed for a fourth or subsequent violation that is similar to and occurs within a year of the third violation.

10.6 Assessment

The amount of a fine shall be assessed against an Owner's account, a Lot's account, and/or, as applicable, against a tenant Resident's account as of the effective date of a notice of fine.

10.7 Third Party Collections

Except as otherwise provided in the Declaration, the Association may contract with third party debt collection agencies to collect assessments, including but not limited to fines and any other amounts due and payable to the Association by any Person, that are not timely paid in accordance with the Governing Documents.

Each debtor shall be deemed to covenant and agree to pay, and shall be deemed jointly and severally liable for, all assessments described in the Governing Documents, as they may be amended from time to time, that may be assessed against the debtor's account together with any related costs, fees, and interest provided for by the Governing Documents. Should one or more accounts be assigned to a third party for collection, each debtor shall be deemed to covenant and agree to pay, and shall be deemed jointly and severally liable for, all related collection costs and fees, including a fee in the amount of the maximum percentage allowed by law of the total unpaid assessments, in addition to all legal fees related to collection, with or without suit, including attorney fees, court costs, filing fees, and all other costs and fees related to the unpaid assessments and their collection. The term "debtor" as used in this paragraph means the Owner(s) of a Lot, the tenants and other occupants of the Lot, and any other party or parties obligated or allegedly obligated to pay a particular debt to the Association whether or not the debt is related to a Lot. As an exception to the foregoing, no tenant shall be liable for a debt owed only by one or more Owners, or for any collection or other costs or fees related to the assessment.

11 RECORDS

11.1 Record Keeping

In addition to any other requirements under applicable law, the Association shall keep a copy of the following records (the "Records") at its principle office: (1) the Declaration; (2) the Articles of Incorporation; (3) these Bylaws; (4) any Resolutions; (5) the Minutes of all meetings of Members for

a period of three (3) years; (6) the Minutes of all Board meetings for a period of three (3) years; (7) records of all actions taken without a meeting for a period of three (3) years; (8) all written communications to Owners for a period of three (3) years; (9) a list of the names, addresses, and email addresses of the current Directors and Officers; (10) the Association's most recent annual and other published financial statements, if any, for periods ending during the last three (3) years; and (11) the most recent budget of the Association.

11.2 Availability of Records

The Association shall make the Records available to Owners, free of charge, through the Association's website. If the Association does not have an active website, physical copies of the Records shall be made available to the Owners by appointment during regular business hours at its principle office or that of its Manager.

An Owner may request in writing to inspect or copy a Record; such writing shall include: (1) the Association's name; (2) the Owner's name; (3) if the Owner is a legal entity, copies of records showing that the requesting party is an authorized representative of the Owner; (4) the address of the Owner's Lot; (5) the Owner's or authorized representative's email address; and (6) a description of the specific Record requested.

If an Owner requests the Association to provide it with a copy or scan of a Record, the Owner shall pay to the Association an amount that includes 10 cents per page and \$15 per hour for the Association's agent's time, or the actual amount if the copy or scan is provided by a third-party provider; such amount shall be considered an assessment against the Owner.

12 AMENDMENTS

12.1 Amendment

These Bylaws may be amended by the approval of Members representing at least fifty-one percent (51%) of the Lots. Approval to amend these Bylaws shall be obtained as an action taken by written ballot.

12.2 Effective Date

Amendments to these Bylaws shall not be effective until duly recorded in the recorder's office of the county in which the Association is located.

13 PROCEDURAL IRREGULARITIES

13.1 Waiver

All procedural inaccuracies and irregularities, and any claims, causes of action, or damages of any kind related thereto, in (1) calls to, notices of, and the manner of conducting a meeting; (2) the manner of voting; (3) the form and handling of proxies; (4) the manner of asserting persons present at the meeting; (5) the manner of taking action or making decisions; (6) the manner of accepting or counting votes; (7) the manner of taking minutes or the content thereof; and (8) the manner of enforcing the Governing Documents **shall be deemed waived under the following circumstances:** (a) if the objecting person did not object within thirty (30) days of an enforcement action was taken; (b) if the objecting person was in attendance at the meeting, but the issue upon which the objection is based was perceptible and no objection to that issue was made at the meeting; (c) if the objecting person was not in attendance at the meeting but proper notice of the meeting was given; (d) if the objecting person was not in attendance at the meeting and proper notice of the meeting was not given, but the person had actual notice of the meeting before it occurred; (e) if the objecting person was not in attendance at the meeting, proper notice of the meeting was not given, the person did not have actual notice of the meeting before it occurred, but the person did not object within thirty (30) days of receiving actual notice of the occurrence of the meeting or of an action, vote, or other decision made thereat; and (f) if a decision, vote, or action was taken without a meeting, but the person did not object within thirty (30) days of receiving actual notice of the decision, vote, or action taken.

13.2 Objections

All objections to any procedural inaccuracies and irregularities, except those made at a meeting, shall be made in a writing that is signed by the objecting Owner and provided to the Board. The date on which the writing is received by the Board shall control for purposes of waiver.

Whether at the meeting or in writing, objections must be specific, shall include identification of the particular provision of the Governing Documents or other law that is alleged to have been violated, and shall include a brief statement of the facts supporting the alleged violation.

13.3 Non-Waivable Irregularities

Any procedural inaccuracy and irregularity that is the result of fraud or that was done knowingly and intentionally in violation the Governing Documents or applicable law shall not be waived.

14 ASSUMPTION OF RISK

14.1 General Assumption of Risk

In consideration for use of the Common Area, including but not limited to: (1) any water features and related facilities including but not limited to any pools, hot tubs, splash pads, decks, tables, chairs, equipment, sprinklers, irrigations systems, and other water systems; (2) any facilities including but not limited to any buildings, clubhouses, kitchens, fitness rooms and related equipment, game rooms and related equipment, theater rooms and related equipment, restrooms, laundry rooms, parking areas, walkways, streets, and grass areas; (3) any gathering areas including but not limited to pavilions and related tables, chairs, and other equipment; (4) any play areas including but not limited to children's play areas and related sand boxes, playgrounds, play equipment, and other related equipment; and (5) all other common areas, limited common areas, property, equipment, and facilities of every kind owned or maintained by the Association, **each Person that makes use of the Common Area in any way shall be deemed to acknowledge, accept, and ASSUME ALL RISK**, including but not limited to temporary or permanent personal injury, illness, disability, paralysis, death, and harm of any kind, and property damage of any kind, in any way arising from or related to such use. Each such Person is further deemed to understand and acknowledge such use of the Common Area may involve risks that include but are not limited to drowning, burns, sensitivities to and injuries arising from pool chemicals, snow, ice, or water on surfaces, slips and falls, trip hazards, cardiovascular stress, the reckless conduct of others, equipment malfunctions and failures, and other apparent, hidden, and unforeseeable dangers. Each such Person is further deemed to understand and acknowledge that such use of the Common Area is not supervised by the Association or its agents, that the Association does not employ lifeguards or other staff to protect the Person's interests, and that the Person is fully and solely responsible for their own proper and careful use of the Common Area regardless of their condition. As part of accepting all risk, each such Person is further deemed to acknowledge, represent, and covenant that the Person has, or will immediately upon entering or using the Common Area, inspect and carefully consider the Common Area, and that such use of the Common Area constitutes an acknowledgment that the Common Area has been inspected and carefully considered, and that the Person finds and accepts the Common Area as being safe and reasonably suited for the purposes of such use.

14.2 Health Assumption of Risk

In further consideration for use of the Common Area, each Person that makes use of the Common Area in any way shall be deemed to understand and acknowledge the health hazards of viruses, bacteria, fungi, germs, spores, protozoa, pathogens, diseases, bodily fluids, and contaminants, (the "Health Hazards") and to acknowledge, accept, and ASSUME ALL RISK related to the Health Hazards. Each such Person shall be deemed to understand and acknowledge that the Person may be exposed to the Health Hazards from or while using the Common Area, and that the risks include but are not limited to temporary or permanent personal injury, illness, or disability, or even death. Each such Person shall be deemed to understand and acknowledge that the risk of becoming exposed to or infected by the Health Hazards from or while using the Common Area may result

from the actions, omissions, or negligence of the Person or others, including but not limited to the Association and any of its agents, contractors, directors, officers, volunteers, Owners, or Residents, and their families, children, and guests.

14.3 Covenants, Conditions, Restrictions, Resolutions, and Rules of the Association

Each Person that makes use of the Common Area in any way shall be deemed to understand and acknowledge that the Association hereby makes the Common Area available for authorized use only, and that use of the Common Area is strictly voluntary and not required in any way. Each such Person shall be deemed to understand and acknowledge that the Person has an affirmative obligation to seek out, read, understand, and comply with all covenants, conditions, restrictions, and Rules related to the Common Area, and that the Person shall be fully and solely responsible for ensuring that the Person's family, children, and guests also abide by all such covenants, conditions, restrictions, and rules, and that the Person shall be fully and solely responsible for such family, children, and guests and their actions, and for any harm or damage they cause directly or indirectly, whether they are the Person's own or their guests'. Each such Person is further deemed to certify and covenant that, while using the Common Area, the Person shall obey all instructions given either verbally or in writing by the Association or its agents, and that the Person shall be fully and solely responsible to ensure that the Person's family, children, and guests do likewise.

14.4 Warnings, Rules, and Regulations Regarding Health Hazards

Each Person that makes use of the Common Area in any way shall be deemed to understand and acknowledge that federal, state, or local agencies or health departments may have and may yet promulgate warnings, rules, and regulations related to the Health Hazards, that the Person has an affirmative obligation to seek out, read, understand, and comply with all such warnings, rules, and regulations as they may issue or change from time to time, and that the Person shall fully comply with all such warnings, rules, and regulations while making use of the Common Area, and that the Person shall be fully and solely responsible to ensure that the Person's family, children, and guests do likewise.

14.5 No Responsibility

Each Person that makes use of the Common Area in any way shall be deemed to understand and acknowledge that the Association and its agents are not responsible for any lost, stolen, or damaged personal property belonging to the Person or any of the Person's family, children, or guests, including while such property is located in, on, or around the Common Area or other facilities or property of the Association, including any parking lots.

14.6 Release, Waiver of Liability, and Indemnification

In further consideration for use of the Common Area, each Person shall be deemed to FOREVER WAIVE any and all claims and causes of action against the Association and its agents, contractors, directors, officers, volunteers, Owners, Residents, and insurers (the "Released Parties") arising out

of or related in any way to the Person's use, and the use by any of the Person's family, children, or guests, of the Common Area. Each such Person is further deemed to FOREVER RELEASE and covenant to HOLD HARMLESS the Released Parties from any and all liabilities to the Person, and to any of the Person's family, children, and guests, for any claims or causes of action arising out of or in any way related to the ACTS, OMISSIONS, or NEGLIGENCE of the Association and its agents, directors, officers, and volunteers. Each such Person is further deemed to covenant to INDEMNIFY and DEFEND the Released Parties from and against any and all liabilities, obligations, losses, damages, penalties, actions, claims, suits, judgments, costs, expenses, and disbursements of any kind or nature whatsoever, including but not limited to attorneys' fees and all related costs, (the "Indemnified Liabilities") caused directly or indirectly to the Person or any of the Person's family, children, or guests by the Association and its agents, directors, officers, and volunteers, or caused directly or indirectly to any of the Released Parties by the Person or any of the Person's family, children, or guests.

15 INDEMNIFICATION

15.1 Indemnification

In addition to any indemnification provision set forth in the Declaration, the Association shall indemnify the Directors, Officers, committee members, volunteers, Managers, employees, and other agents of the Association against any and all claims, actions, suits, proceedings, costs, expenses, and liabilities whatsoever, including without limitation attorneys' fees, court costs, and all related expenses, arising against them personally in relation to the good faith exercise of their powers, duties, and responsibilities in any way related to these Bylaws. The indemnification provided herein shall continue as to any person who has for any reason ceased to be a Director, Officer, committee member, volunteer, Manager, employee, or other agent of the Association and shall inure to the benefit of the heirs, executors, and administrators of any such person.

15.2 Insurance

In addition to any insurance requirement set forth in the Declaration, the Association shall purchase and maintain, at its own expense, Directors and Officers insurance on behalf of any person who is or was a Director, Officer, committee member, volunteer, Manager, employee, or other agent of the Association against any liability or alleged liability in any way related to the Governing Documents, including for monetary and non-monetary claims of any kind, asserted against or incurred by such person in any such capacity or arising out of such person's status as such.

16 CONTROL PERIOD

16.1 Declarant Control

During the Control Period, the following provisions shall control.

16.1.1 Annual Meetings

During the Control Period, annual meetings of Members shall not be required, but the Declarant may hold annual meetings at its sole discretion. During the Control Period, the Declarant may take any action without an annual meeting at its sole discretion.

16.1.2 Special Meetings

During the Control Period, special meetings of Members may only be called by the Declarant, and the Declarant may take any action without a special meeting at its sole discretion.

16.1.3 Board of Directors

During the Control Period, the various requirements in these Bylaws for the Board shall not apply, Board members, if any, and their number, terms, eligibility, powers, and duties may be appointed, determined, modified, and removed exclusively by the Declarant at its sole discretion, and the Declarant may exclusively exercise all powers and duties of the Board, including executing any document related to the Association in the stead of the Board.

16.1.4 Board Meetings

During the Control Period, Board meetings may only be called by the Declarant, and the Declarant may take any action without a Board meeting at its sole discretion.

16.1.5 Notice

During the Control Period, the Declarant waives all notice requirements related to these Bylaws to the extent allowed by law.

16.1.6 Officers

During the Control Period, the various requirements in these Bylaws for Officers shall not apply, Officers, if any, and their offices, terms, powers, and duties may be appointed, determined, modified, and removed exclusively by the Declarant at its sole discretion, and the Declarant may exclusively exercise all powers and duties of the Officers.

16.1.7 Rules

During the Control Period, the Declarant reserves the right to, and hereby does, exempt the Declarant from all Rules and the rulemaking procedures in the Governing Documents and

applicable law, and only the Declarant may adopt, amend, modify, cancel, limit, create exceptions to, expand, or enforce Rules at its sole discretion.

16.1.8 Amendment

During the Control Period, only the Declarant may amend, restate, or record these Bylaws at its sole discretion.

17 GENERAL

17.1 Principle Place of Business

The principal place of business of the Association shall be located at P.O. Box 345, 412 North Market Street, Kaysville, Utah 84037.

17.2 Applicability

These Bylaws shall apply to and be binding upon all present and future Owners, Residents, and, to the maximum extent allowed by law, all Persons who enter upon or in any way make use of the Common Area.

17.3 Conflicts

In the event of any conflict, (1) the provisions of applicable state law, (2) the Declaration, (3) the Articles of Incorporation, (4) these Bylaws, (5) the Resolutions of the Board, and (6) the Rules shall prevail in that order.

17.4 Contact Information

Upon becoming an Owner, or a Resident that is not a Vacationing Tenant, or upon request by the Association or its Manager, such Owners and Residents shall provide the Association with at least the following contact information: (1) their full legal name; (2) the address of their primary residence; (3) the address of the Lot or Lots by which they are an Owner or Resident; (4) their email address; (5) and their telephone number. Regardless of any waiver of notice provided to the Association, it shall be the duty of such Owners and Residents to keep their contact information current with the Association. Further, Owners shall obtain the contact information indicated above for their tenants and other occupants, including Vacation Tenants, and shall provide such information to the Association upon request. Owners and Residents that fail to keep their contact information current with the Association, or fail to provide such contact information upon request, whether or not such Owners reside within the physical boundaries of the Association, shall be deemed not in Good Standing.

17.5 Compensation

No Director, elected Officer, committee member, or other volunteer that is an Owner shall receive compensation for their services. However, Directors, Officers, and other volunteers may be reimbursed for actual expenses incurred in the performance of their duties.

Notwithstanding the foregoing, a non-Owner Director or a non-Owner treasurer may be compensated for their services as determined by the Board.

17.6 No Estoppel or Reliance

No one may rely upon any authorization from the Board or anyone else that is contrary to the terms and conditions of the Governing Documents, regardless of the circumstances. No claim of estoppel, waiver, or similar equitable claim or defense may be raised by anyone related to any alleged reliance.

17.7 Fiscal Year

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of the Association's incorporation.

17.8 Waiver

Failure of the Association at any time to enforce any aspect of the Governing Documents shall not be construed as a waiver of the Association's right to enforce such aspects, or as an abandonment of such aspects.

17.9 Governing Law

These Bylaws shall be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws.

17.10 Jurisdiction

Any action, suit, or other proceeding arising out of these Bylaws shall be brought in the courts of the State of Utah or a federal court located therein. To the extent allowed by law, all present and former Owners and Residents, and all Persons who at any time have entered upon or in any way made use of any Common Area, irrevocably consent and submit to the exclusive jurisdiction of such courts for the purpose of any such action, suit, or proceeding.

17.11 Severability

Should any term, condition, provision, or portion of the foregoing, or any other aspect of these Bylaws be held invalid or unenforceable for any reason (an "Invalid Term"), such an Invalid Term shall be removed or restructured and then interpreted as determined by a court of competent

jurisdiction so as to accomplish the intent of these Bylaws, and the balance of these Bylaws shall remain in full force and effect.

17.12 Gender and Number

All references herein to any party shall be read with such changes in gender and number as the context or reference requires.

17.13 Headings

The headings herein are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

17.14 Dissolution

The Association shall be dissolved upon termination of the Declaration as provided therein. Upon dissolution of the Association, obligations of the Association are deemed automatically assumed by the Owners in addition to any obligations any of the Owners may have to the Association pursuant to the Governing Documents.

Notwithstanding dissolution of the Association, these Bylaws shall continue until all winding up activities of the Association are completed.

17.15 Authorization

Each of the individuals signing below represents, swears, and warrants that he or she is duly authorized to sign this document on behalf of the Declarant.

The Declarant:

Kent J. Fisher

Kent J. Fisher, as:
Member of Lighthouse Pointe Development, LLC

Date: 1/29/2021

Jared R. Taylor

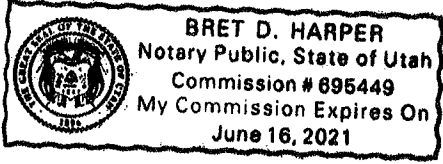
Jared R. Taylor, as:
Vice President of Robert W. Speirs Plumbing, Inc., which entity
is, and as, a Member of Lighthouse Pointe Development, LLC

Date: 1/29/2021

State of Utah, County of Davis (ss)

On the respective dates indicated above, each of the above-name individuals, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, did state that Kent J. Fisher and Robert W. Speirs Plumbing, Inc., are all of the members of Lighthouse Pointe Development, LLC, and each did further state that he is duly-authorized to sign this document on behalf of Lighthouse Pointe Development, LLC, or Robert W. Speirs Plumbing, Inc., respectively, did voluntarily sign this document on behalf of such entity, and did acknowledge that such entity thereby executed the same as the Declarant.

(Seal)



Bret D. Harper
NOTARY PUBLIC SIGNATURE