

When recorded return to:
Sierra Homebuilders, LLC
470 N 2450 W
Tremonton UT 84337

Parcel No(s).
04-234-0129, -0130, -0131, -0132, -0229, -0230, -0231, -0232

THIS DECLARATION OF CONDOMINIUM – 1600 PARK AVENUE E2 (this "**Declaration**") is made as of February 29, 2024, by Sierra Homebuilders, LLC, a Utah limited liability company ("**Declarant**").

ARTICLE I **Definitions**

1.1 "**Act**" means the Condominium Ownership Act, Title 57, Chapter 8 of the Utah Code Ann., as amended.

1.2 "**Assessment**" means any charge imposed or levied by the Association on or against an Owner or Unit pursuant to the terms of the Governing Documents or applicable law, including without limitation: (1) annual assessments; (2) special assessments; and (3) individual assessments as set forth below.

1.3 "**Association**" means the 1600 Park Avenue Condominium E2 Owners Association, or any successor incorporated or unincorporated association of the Owners acting under this Declaration.

1.4 "**Board**" means the Board of Directors of the Association.

1.5 "**Bylaws**" means the Bylaws of the Association as they may exist and/or be amended from time to time, initially in the form attached hereto as Exhibit B and incorporated herein by this reference.

1.6 "**Common Area**" means the E2 Common Area and the Master Common Area.

1.7 "**Common Expenses**" means expenses of administration, maintenance, repair, or replacement of the Common Areas, and the expenses incurred by the Association in carrying out the responsibilities and duties mandated by the Governing Documents, including, without limitation, fulfilling all obligations of the Association under any agreements entered into by the Association.

1.8 "**E2 Common Area**" means all property and improvements within the E2 Community other than the Dwelling Units. All portions of the E2 Community located outside of a Dwelling Unit are E2 Common Areas.

1.9 "**E2 Community**" means the real property located in Cache County, State of Utah, which property is described in the attached Exhibit A.

1.10 "**Declarant**" means the party referenced in the first paragraph, and its successors or

assigns who are designated as Declarant in a recorded instrument executed by the immediately preceding Declarant. /

1.11 "**Dwelling Unit**" or "**Unit**" means a condominium unit constructed in the E2 Community and designated on a plat as a subdivided unit or otherwise intended for independent and exclusive ownership and use. There are eight Dwelling Units in the E2 Community.

1.12 "**FHA**" means the Federal Housing Administration.

1.13 "**FHLMC**" means the Federal Home Loan Mortgage Corporation.

1.14 "**Fine**" means any charge levied against an Owner for violations of any of the Governing Documents. Fines shall be enforced and collected consistent with the Act and the Governing Documents, and may be collected as an unpaid assessment.

1.15 "**First Mortgage**" means any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

1.16 "**First Mortgagee**" means any person named as a Mortgagee under a First Mortgage, or any successor to the interest of any such person under a First Mortgage.

1.17 "**FNMA**" means the Federal National Mortgage Association.

1.18 "**Governing Documents**" means any and all written instruments by which the Association may exercise powers or manage, maintain, or otherwise affect the E2 Community, including Articles of Incorporation, Bylaws, Plat, this Declaration, rules and regulations, and architectural or design guidelines.

1.19 "**Improvement**" means any improvement now or hereafter constructed within the E2 Community and includes anything that is a structure and appurtenances thereto of every type and kind, including but not limited to any Dwelling Unit, clubhouse, building, shed, guest house, casita, pergola, hot tub, screening wall, accessory building, detached garage, radio or other antenna, fence, or wall.

1.20 "**Limited Common Areas**" means those Common Areas that are reserved for the use and benefit of a designated Unit to the exclusion of other Owners. Whether or not indicated on the Plat, the Limited Common Areas include the patio (if any) on the exterior of each Dwelling Unit, and any other Common Area that is spatially and logically associated with that Unit. The right to the exclusive use of the Limited Common Area shall be appurtenant to each respective Unit and may not be severed from the ownership of the Unit.

1.21 "**Manager**" or "**Managing Agent**" means the person or entity retained by the Association to manage the E2 Community according to the direction of the Board

1.22 "**Master Association**" means the 1600 Park Avenue Master Association referred to in the Master Declaration.

1.23 "**Master Community**" means the 1600 Park Ave development in Logan, Cache County, Utah. The E2 Community is a part of the Master Community.

1.24 "**Master Common Area**" means all real property designated as Common Area in the Master Declaration, other than the E2 Common Area.

1.25 "**Master Declaration**" means the Master Declaration of Covenants, Conditions,

Restrictions and Reservation of Easements for 1600 Park Avenue, recorded by Declarant for the Master Community, on August 27, 2019, as Entry No. 12258345 in the official records of the Cache County Recorder's office. The E2 Community is subject to the Master Declaration and to this Declaration.

1.26 "**Mortgage**" means a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

1.27 "**Mortgagee**" means a beneficiary or holder of a Mortgage.

1.28 "**Municipal Authority**" means any applicable governmental entity or municipality that has jurisdiction over all or some part of the E2 Community.

1.29 "**Occupant**" means any Person other than an Owner, who has actual use, possession or control of a Dwelling Unit or any portion thereof, or any other Improvement located within the E2 Community.

1.30 "**Owner**" means one or more Persons who hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. Each Owner is also a Member of the Association.

1.31 "**Plat**" means the 1600 Park Avenue, Condominium "E" subdivision plat recorded in the official records of the Cache County Recorder's office, a copy of which Plat is included in the attached Exhibit A.

1.32 "**Person**" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

1.33 "**Period of Administrative Control**" means the period during which the Declarant (or a successor in interest) retains authority to appoint or remove members of the Board and is the time between the date of recordation of this Declaration and the date on which administrative control of the Association is turned over to the Owners as provided below.

1.34 "**Record,**" "**Recording,**" "**Recorded**" and "**Recordation**" means placing or having placed an instrument of public record in the official records of Cache County, Utah.

1.35 "**Rules and Regulations**" means those rules and regulations adopted by the Board from time to time that are deemed necessary or prudent by the Board for the enjoyment, operation or governance of the E2 Community.

1.36 "**Single Family**" means a group of one or more Persons, each related to the other by blood, marriage or legal adoption, or a group of persons not all so related, who maintain a common household in a Dwelling Unit and as otherwise defined by the Municipal Authority and applicable law.

1.37 "**Turnover Meeting**" means the meeting at which the Declarant turns over administrative control of the Association to the Owners pursuant to this Declaration, after expiration of the Period of Administrative Control.

ARTICLE II **Declaration**

2.1 **Declaration.** All of the real property in the E2 Community is and will at all times be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, the Governing Documents, and all agreements, decisions and determinations made by the Board or

Association, which are for the purpose of protecting the desirability of and which will run with land and which will be binding on all parties having any right, title, or interest in the E2 Community or any part thereof, their heirs, successors, successors-in-title, and assigns, and will inure to the benefit of each Owner. By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each Person, for himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, binds himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and all other provisions of the Governing Documents of the Association. In addition, each such Person by so doing acknowledges that this Declaration sets forth a general scheme for the development and use of the E2 Community and evidences his, her or its agreement that all the restrictions, conditions, covenants, Rules and Regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such Person fully understands and acknowledges that this Declaration is mutually beneficial, prohibitive and enforceable by the Declarant and all Owners.

2.2 Conflicts with Law. If there is any conflict between this Declaration and the requirements of the applicable ordinances of any Municipal Authority, the more restrictive provisions will control.

2.4 Right of Entry. The Association and any person authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon or into any Unit for the purpose of: (1) determining whether or not the Unit is in compliance with the Governing Documents, (2) determining whether the use of the Unit is causing damage or harm to the Common Areas, (3) removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Unit in violation of this Declaration, or (4) performing maintenance referred to herein. No such entry or actions by the Association shall be deemed to constitute a trespass or otherwise create any right of action for damage or otherwise in the Owner of such Unit. The Association will indemnify, defend, and hold the Owner harmless from and against all claims, damages, liabilities or actions arising out of the Association's entry upon or into any Unit.

2.5 Utility Easements. The Association and any public or private utility provider shall have an easement through all Units and the Common Areas for the installation, maintenance and development of utilities, services, and drainage facilities, as may be necessary as determined by the Board. The Board may grant or create from time to time, on behalf of the Association and on such terms as it deems advisable, utility and similar easements and rights-of-way over, under, across, and through the Common Area. Within any easement, no structure, planting or other material shall be placed or permitted to remain which may reasonably interfere with or damage utilities or drainage facilities. The easement area within each Unit and all improvements therein shall be maintained continuously by the person or entity responsible for maintenance of such Unit in accordance with the terms herein, except for those improvements for which a public authority or utility provider is responsible. Each Owner shall have an easement in common with all Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any of the other Units and serving his or her Unit.

2.6 Common Areas. All Owners are hereby granted a non-exclusive right and easement of enjoyment to the Common Areas.

ARTICLE III **Nature of Ownership**

3.1 Master Association. Notwithstanding any other language in this Declaration, all Association duties and responsibilities set forth in this Article III and elsewhere in this Declaration may be assumed and performed by the Master Association as determined solely by the Declarant during the Period of Administrative Control and by the Master Association Board thereafter. Because it is not

economical for each Sub-Association to engage separate maintenance, reserve, billing and management services for separate Common Areas and Units, the maintenance and management services described in this Article III and elsewhere in this Declaration may be performed by the Master Association, even when not otherwise expressly stated herein. Any services performed by the Master Association shall be at the expense of the Association or Sub-Association for which the service was performed.

3.2 Maintenance Obligations. The maintenance, replacement and repair of the Common Areas shall be the responsibility of the Association and the Master Association, as set forth in the attached Exhibit "C". The cost thereof shall be a Common Expense. The Unit Owners shall have the responsibility to maintain, repair, replace and keep in a clean and sanitary condition, at the Unit Owner's expense, all portions of the Owner's Unit. The Unit Owners shall keep clean and in a sanitary condition their porch, decks and patios, and other Limited Common Areas, if any. Attached as Exhibit "C" is a Maintenance Chart that lists the division of responsibility for maintenance and repair of various portions Common Area between and among the Association, the Master Association, and the Owners. The provisions of Exhibit "C" govern to the exclusion of any other language contained in this Declaration. However, the Association is only responsible to maintain and repair the items listed on Exhibit "C", and is only responsible to replace and maintain the Common Areas and is not responsible to replace any property or improvements associated with a Dwelling Unit unless expressly indicated.

3.3 No Subdivision/Consolidation. No Owner, by deed, plat or otherwise, shall subdivide, or seek to be subdivided, or in any manner cause or seek to cause such Owner's Unit to be subdivided, joined or consolidated with another Unit, partitioned or separated into physical tracts or parcels smaller or larger than the whole Unit as exist on the date of recording of this Declaration.

3.4 Ownership and Use of E2 Common Area. The Association shall own the E2 Common Areas and shall have the exclusive right and obligation to manage and maintain all E2 Common Areas, and to repair, replace and reconstruct any existing or new E2 Common Areas. The Association shall not be required to maintain any other areas except as expressly set forth herein. Each Owner shall have an irrevocable license and easement to reasonably use, occupy and enjoy all Common Areas used in common with all other Owners. Except as otherwise provided in this Declaration, each Owner shall be entitled to the nonexclusive use of the Common Areas in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any rules or regulations promulgated by the Association. Each Owner will be responsible for a share of the insurance, maintenance and other costs and expenses relating to the Common Areas as set forth in Exhibit "C".

3.5 Exclusive Right to Units. All Units and Unit improvements are reserved for the exclusive use of the Owner of that Unit and the Owner's invitees and guests. Such areas shall be maintained and repaired at the expense of the Unit Owner as indicated on the attached Exhibit "C". Each Owner shall have the right separately to mortgage or otherwise encumber the Owner's Unit. No Owner nor the Association shall attempt to or shall have the right to separately mortgage or otherwise encumber the Common Areas or any portion thereof. Any mortgage or other encumbrance of any Unit shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

3.6 Inseparability. Title to any part of a Unit may not be separated from any other part thereof. Every devise, encumbrance, conveyance, or other disposition of a Unit, or any part thereof, shall be constructed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the entire Unit, together with all appurtenant rights created by law or by this Declaration, including appurtenant membership in the Association as hereinafter set forth, and an irrevocable license to use, occupy and enjoy the Common Area in common with all Owners.

3.7 No Partition. No Owner has any right to bring a partition action with respect to any Unit or any portion of the E2 Community or the Master Community.

ARTICLE IV **Use Restrictions**

4.1 Signs. Except for a Community monument sign to be installed and maintained by the Declarant in the Declarant's sole discretion, no signs, billboards, posters, banners, pennants or advertising devices of any kind, including without limitation business, professional, promotional or institutional signs, are permitted on any Unit. Standard real estate for sale signs, state and US flags exempted. No sign is permitted which is vulgar, obscene or otherwise patently offensive to persons of ordinary sensibilities. No Owner or Occupant (or their tenants, guests or invitees) is permitted to place any sign on another Owner's Unit.

4.2 Parking. All vehicles must be parked in Common Areas specifically laid out and marked for parking. Construction vehicles will be allowed to park temporarily on public roads or Common Areas during construction in compliance with applicable laws as long as road traffic is not impeded.

4.3 Occupants Bound. All provisions of this Declaration that govern the conduct of Owners and which provide for sanctions against Owners also apply to Occupants of any Unit. Each Owner must comply, and must cause all of Owner's Occupants to comply, with this Declaration, and is responsible for all violations thereof and/or all damage or loss caused by such Occupants. Any failure in compliance will be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Declarant or, in a proper case, by any aggrieved Owner or Owners. In addition, the Declarant may avail itself of any and all remedies provided in this Declaration.

4.4 Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, or kept on any portion of the E2 Community, except dogs, cats, or other usual and common household pets, not to exceed the number as may be permitted within a Dwelling Unit pursuant to the laws, codes, and ordinances of the Municipal Authority. No pets may be kept, bred, or maintained for any commercial purpose. No animals or pets shall be permitted to roam free anywhere in the E2 Community.

4.5 Quiet Enjoyment; Nuisances. No portion of the E2 Community may be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor will any substance, thing, or material be kept upon any portion of the E2 Community that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might unreasonably disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the E2 Community. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the E2 Community except small personal fires in appropriate fire pit.

4.6 Trailers and Campers. No mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on in the Community or any Common Areas except for on a temporary basis.

4.7 Leasing of Dwelling Units/Restriction on Rentals. The leasing of Dwelling Units shall be subject to any applicable laws, including, but not limited to, the U.S. Fair Housing Act, the Act, and the ordinances of the Municipal Authority. All leases shall be subject to the terms and conditions of this Declaration. The Association may adopt reasonable rules regulating leasing and subleasing of Units. The leasing of Dwelling Units is permitted. The Board may adopt Rules to regulate the leasing of Dwelling Units which may include, but are not limited to: requiring a copy of each lease to be provided to the Board, reporting of name and contact information for all adult tenants, reporting of vehicle information of the tenants, and any other information deemed necessary by the Board. Unless otherwise modified by

Association Rule, the following leasing restrictions shall apply: no Owner shall be permitted to lease his/her Dwelling Unit for transient, hotel, short-term or seasonal purposes; all leases shall be for an initial term of no less than six (6) months; daily or weekly rentals or other lease terms of less than six months are prohibited; no Owner may lease individual rooms to separate persons or less than his or her entire Dwelling Unit; and all leases shall provide that the tenant is subject to and shall abide by the Governing Documents and the tenant's failure to do so shall constitute a breach of the lease agreement. Within 10 days after delivery of written notice of the creation of a nuisance or violation of the Governing Documents by a tenant, the Owner shall proceed promptly to either abate or terminate the nuisance, or cure the default, and notify the Board in writing of his or her intentions. If the Owner fails to act accordingly, the Board may initiate eviction proceedings on behalf of the Owner, and through this Declaration the Owner hereby assigns the Association the authority to do so. Notwithstanding the above, an Owner and any Dwelling Unit shall be exempt from any restrictions on leasing as follows: (a) if the Owner is in the military, the Owner may lease its Dwelling Unit for the period of the Owner's deployment, (b) any lease to the Owner's parent, child, or sibling, (c) if the Owner has been relocated by its employer for a period of no less than two (2) years, or (d) if the Owner is a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for (i) the estate of a current Owner or Occupant of the Dwelling Unit, or (ii) the parent, child, or sibling of the current Owner or Occupant. If the Declarant desires to adopt any rules or regulations restricting leasing, the Declarant shall create a procedure, by rule or resolution, to determine and track the number of rentals and Dwelling Units that are subject to the exclusions as described in the preceding sentences and to ensure consistent administration and enforcement of the rental restrictions.

4.8 Laws and Ordinances. This Declaration shall be governed by the laws of the state of Utah, without regard to conflict of law principles. Every Owner and Occupant shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Dwelling Unit and the E2 Community, including any and all applicable zoning and land use laws and ordinances, and any violation thereof may be considered a violation of this Declaration; provided, the Declarant shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

4.9 Use/Unrelated Persons. Dwelling Units shall be used by single families only, solely for residential purposes, except that home-based businesses may be operated so long as the business is fully compliant with all applicable laws, rules, and regulations, and so long as the business does not increase parking demand or traffic flow within the Master Community. No more than four unrelated persons may reside or live in a Dwelling Unit. Only persons who are all related by blood, marriage, adoption, or court-sanctioned guardianship are "related" persons.

4.10 Solar Systems. Solar energy systems and attendant equipment shall be prohibited from being constructed or installed in the E2 Community. Notwithstanding the foregoing, if the Board elects to allow solar energy systems in the E2 Community, the Board may adopt Rules and regulations for the installation of solar panels or other energy conservation equipment in the Design Guidelines. Any such rules must require that the installation be an integral and harmonious part of the architectural design of the E2 Community and the Master Community. Owners shall be responsible for the costs of the installation, operation, and maintenance of each solar energy system. If an approved solar energy system (installation, operation, maintenance, or otherwise) causes costs to the Association, then the Board may allocate these costs to the Owner who requested or benefit from the installation as the Board in its sole discretion determines. The costs arising under this Section shall be assessed and collected as an Individual Assessment. The Board shall have the sole discretion to determine compliance with the Design Guidelines and this Section.

4.15 Variations. The Board may, at its option and in extenuating circumstances, grant variations from the restrictions set forth in this Article if the Board determines in its discretion (by unanimous vote): (i) either that the restriction would create an unreasonable hardship or burden on an Owner or Occupant, or that a change of circumstances since the recordation of this Declaration has

rendered such restriction obsolete and unreasonable to enforce; and (ii) that the activity permitted under the variance will not have any financial affect or any other substantial adverse effect on the Association or other Owners of the E2 Community and is consistent with the high quality of life intended for residents of the E2 Community. Any such variance shall be unenforceable and without any effect whatsoever unless reduced to writing and signed by every member of the then-existing Board. No variance may be granted that is inconsistent with the Act.

ARTICLE V **Declarant's Rights**

5.1 Transfer of Rights. Any or all of the special rights and obligations of Declarant set forth in this Declaration may be transferred to other Persons, provided that the transfer shall neither reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the public records of Cache County, Utah.

5.2 Administrative Control of Association. Declarant shall assume full administrative control of the Association through an appointed interim Board of Directors, which shall serve until the Turnover Meeting. The Turnover Meeting shall be held no later than upon expiration of the Period of Administrative Control. As allowed by Utah Code Ann. § 57-8a-502(1) (2021), the provisions of section 57-8a-502(1)(a)-(c) are hereby replaced and supplanted by the Period of Administrative Control set forth in this Declaration. The Period of Administrative Control shall expire upon the earlier of: (1) ten years after the date of recording of this Declaration, or (2) Declarant voluntarily terminating the Period of Administrative Control by written notice to the Owners and by calling and holding the Turnover Meeting.

5.3 Other Rights. In addition to any other rights under this Declaration or the Bylaws, During the Period of Administrative Control, Declarant:

(a) Sales Office and Model. Shall have the right to (i) maintain a sales office and model in the Common Areas, and (ii) authorize a designed builder to maintain a sales office or model in the Common Areas. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week.

(b) For Sale Signs. May maintain a reasonable number of For Sale signs, the size of which may be determined by Declarant, at reasonable locations on the E2 Community and Master Community.

(c) Approval of Amendments. Consistent with the amendment provisions of this Declaration and Bylaws, the approval of the Declarant shall be required in order to adopt any amendment to the Declaration or Bylaws of the Association.

(d) The Act. The Declarant, the Declarant-appointed Board and the Association are exempted from all procedures, requirements and obligations imposed by the Act to the extent allowed by the Act and all rights authorized to be reserved by a declarant under the Act are hereby deemed reserved by the Declarant. The Declarant and the Declarant-appointed Board are exempt from association rules and the rulemaking procedure under the Act and all rights under that section are hereby reserved by Declarant.

(e) Association Rights. The Declarant may exercise any of the rights of the Association under this Declaration.

5.4 Rights/Easements Reserved to Declarant/Association. Declarant reserves in favor

of itself and its successors and assigns, and the Association, an easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities and services to serve the E2 Community and the Units therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Unit, or in the area or on the area in which the same is located. Declarant further reserves in favor of itself and its successors and assigns, and the Association, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Common Area and grade a portion of such Common Area adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any structure built on such Common Area, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope. Nothing in this section shall be interpreted to impose upon Declarant a duty to maintain, repair, operate or service any easement, right of way or road or any improvements, fixtures or utilities located thereon.

ARTICLE VI

Maintenance and Common Areas

6.1 Association Maintenance. The Association shall provide for, as a Common Expense, such care, maintenance, repair and replacement of the following as deemed necessary or desirable by the Board to keep them attractive and generally in good condition: (1) Common Areas, (2) private utility lines serving more than one Dwelling Unit, (3) landscape and drainage easements, (4) personal property owned by the Association, and (5) exterior surfaces of the Dwelling Units, including the building structure containing the Dwelling Units.

6.2 Snow Removal. The Association shall provide for snow removal from the Common Areas. If a parked vehicle prevents or interferes with snow removal from any portion of the Property, the Owner shall be responsible for such snow removal and may be specially assessed any additional costs incurred by the Association as the result of such interference.

6.3 Other Maintenance. To the extent not clarified herein and not inconsistent with the provisions of this Declaration, the Association may, by duly adopted Board resolution, identify and assign those areas of maintenance and responsibility that are either (1) Owner responsibilities; or (2) Association responsibilities. Such determinations shall be set forth in a Board resolution distributed to all Owners and shall be binding against all Owners.

6.4 No Association Liability. Except to the extent any injury or damage is covered by the Association's insurance, the Association shall not be liable for injury or damage to any person or property caused by the elements, or resulting from electricity, water, rain, dust or sand which may leak or flow from outside or from any parts of any building, including from any pipes, drains, conduits, appliances, or equipment, or from any other place, unless caused by the grossly negligent or intentional act of the Association.

6.5 Damage By Owner. If any area or improvement is damaged, or the need for maintenance, repair or replacement is caused, by the willful or negligent acts of an Owner, their guests, tenants, invitees or other occupants, the Owner shall be responsible for the cost of required maintenance, repair or replacement and such costs shall automatically and immediately be an Assessment against such Owner.

6.6 Assumption of Owner Maintenance. The Association may, but is not required to, assume an Owner's maintenance responsibility as to a Unit if, in the opinion of the Board, the Owner is unwilling or unable to adequately provide such maintenance. Before assuming such maintenance responsibility, the Board shall provide notice to the Owner of its intention to do so, and if such Owner has

not commenced and diligently pursued remedial action with ten (10) days after mailing of such written notice, then the Association may proceed to maintain the Unit. The expenses of such maintenance incurred by the Association shall be reimbursed to the Association by the Owner. Such expenses shall automatically and immediately be an Assessment against such Owner.

6.8 Owner Maintenance. Except to the extent that the Association is responsible therefore under this Declaration, maintenance of each Dwelling Units shall be the responsibility of the Owner(s) thereof, who shall maintain such Dwelling Units in good condition and repair. Each Owner at his or her sole expense shall maintain the interior of the Dwelling Unit, including floors, windows, and window frames, and shall also maintain the exterior doors/door frames, as well as attic space, foundations, floor joists, and garage doors. In addition to decorating and keeping the interior of the Owner's Dwelling Unit in good repair and in a clean and sanitary condition, the Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, heating equipment, air conditioners, lighting fixtures, refrigerators, dishwasher, disposal equipment, ranges, toilets, or other appliances or fixtures that may be in, or connected with, his or her Unit. Any fixture, pipe, conduit, or other utility device or apparatus that services only one Dwelling Unit shall be the responsibility of that Dwelling Unit's Owner to maintain, repair, and replace. Each Dwelling Unit shall be maintained so as to not detract from the appearance of the E2 Community and so as to not adversely affect the value or use of any other Dwelling Unit.

6.9 Trash/Utilities. The Association may arrange and pay for a dumpster and garbage removal. Each Owner shall pay for all other utility services which are separately billed or metered to individual Dwelling Units by the utility or other party furnishing such service.

ARTICLE VII **Assessments**

7.1 Assessments. Each Owner must pay to the Association and the Master Association all assessments made by the Association and/or the Master Association, respectively, for the purposes provided in this Declaration and the Master Declaration. Each Owner is responsible for 1/8th of all Common Expenses of the Association.

7.2 Payment. All Owners shall pay their portion of the Common Expenses and Assessments, subject to the following:

7.2.1 Some Owners may receive services or benefits not received by all Owners. The Association and the Master Association shall equitably apportion those expenses associated with unique and limited services to those Owners who receive the limited and unique service, the intent being to not charge Owners for services or benefits they have no ability to use or receive.

7.2.2 The power to equitably apportion some expenses to specific Owners and not to other Owners may only be exercised when a group of Owners collectively receive a service or benefit that is not available to the remaining Owners and where it would be manifestly unjust to charge all Owners for such service or benefit. By way of illustration, if some Owners receive and pay for individual garbage service, they should not be assessed a Common Expense for use of a common garbage dumpster used by other Owners; and if some Owners have a carport as part of their Limited Common Area, the costs and expenses associated with maintenance, repair and replacement of the carport, including reserve costs, should be assessed to those Owners with carports and not to those Owners who have no carport assigned for their use.

7.2.3 Declarant or the Association may apportion Common Expenses based not solely on the amount of Common Area within a Sub-Association, but based on the overall access such Owners have to the Common Areas (e.g., driveways and parking) and their use of common

amenities (e.g., management services and other professional services). For example, it is anticipated some Sub-Associations shall contain more asphalt and driveway areas within their Common Areas than other Sub-Associations, yet all Owners will have and may need the same ability to use and access all driveways within all the Common Areas. Consequently, the Declarant and the Master Association shall assess all Owners equally for this Common Expense. However, the Declarant may adjust this Common Expenses to reflect higher traffic use in driveways by Owners of commercial Units and a need for increased maintenance and safety, thus resulting in a higher Common Expense for commercial Units. Items such as roof maintenance, exterior building maintenance, insurance, and similar type Common Expenses shall be assessed as either part of the Master Association's Common Expenses or the Association's Common Expenses, depending on the similarity of each Sub-Association's Common Areas and Common Expenses.

7.3 Appointment of Trustee. The Declarant, the Association and each Owner hereby appoints the attorney of the Association who has been retained by the Association at the time a foreclosure is initiated as trustee for the purpose of exercising the power of sale in connection with non-judicial foreclosures as provided in Title 57, Chapter 1, Utah Code, as may be amended from time to time, and/or as provided further by the Act or any other applicable law. The declarant hereby conveys and warrants pursuant to Utah Code Ann. Sections 57-1-20 and 57-8a-302 (2023) to Kyle Fielding, Esq., of McDonald Fielding, PLLC, 230 N 1680 E, Suite W2, St. George UT 84790 (who is hereby appointed trustee, subject to substitution from time to time as provided by law), with power of sale, the Units and all improvements and appurtenances to the Units for the purpose of securing payment of Assessments under the terms of the Declaration.

7.4 Annual Budget. Annually, the Association shall prepare, or cause to be prepared, an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the coming calendar year and taking into account the general condition of the Common Area. Each such budget, together with a written statement from the Association outlining a plan of operation for the year in question and justifying in every important particular the estimates made, shall be submitted to the Owners annually. Said operating budget shall serve as the basis for the schedule of proposed monthly assessments for the annual period for which it is prepared. Said budget shall also constitute a major guideline under which the Association shall operate during such annual period. The annual budget shall be based upon the Association's estimates of the cash required to provide for payment of Common Expenses. Such actual expenses and estimated expenses may include, among other things, the following: expenses of management; governmental taxes and special assessments; premiums for all insurance that the Association is required or permitted to maintain; repairs and maintenance; wages for Association employees, including fees for a Manager, if any; utility charges; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve and reserve fund required or allowed herein; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration.

7.5 Annual Assessments. Subject to the Association's ability to adjust Common Expenses, the Association shall establish a regular monthly assessment against each Owner. The foregoing method of assessing the Common Expenses to the Owners may be altered by the Master Association so long as the method it adopts is consistent with good accounting practice. Each monthly installment of the regular assessment not timely paid by the 5th day of the month shall bear interest at the rate of one and one-half percent (1 1/2%) per month from the date it becomes due and payable until paid, as well as a late fee in an amount established by the Board, not to exceed any amount fixed as a maximum late fee under applicable law. Failure of the Association to give timely notice of any assessment as provided herein or to prepare an annual budget shall not affect the liability of an Owner for such assessment.

7.6 Inadequate Funds. In the event that the Assessments or Common Expense fund proves inadequate at any time for whatever reason, including nonpayment of any Owner's assessment, the Association may levy additional assessments as needed. No vote of the Owners shall be required to

approve an assessment needed to repair or maintain portions of the Common Area that the Association is responsible to repair and maintain. Any amounts assessed pursuant hereto shall be apportioned among and assessed to all Units and Unit Owners. Notice in writing of the amount of such assessment and the time for payment thereof shall be given promptly to the Owners. No payment shall be due less than thirty (30) days after such notice shall have been mailed. All unpaid portions of any assessment shall bear interest at the rate of one and one-half percent (1 1/2%) per month from the date such portions become due until paid plus late fees as established by the Board not to exceed any amount fixed as a maximum late fee under applicable law.

7.7 Lien for Assessments. All Assessments are secured by virtue of this Declaration as a lien on such Unit in favor of the Association and Master Association. To evidence a lien for sums assessed pursuant to this Declaration, the Association or Master Association may prepare a written notice of lien in conformance with Utah law. Each Owner shall be deemed to have consented to the filing of a notice of lien against such Owner's Unit. Such notice shall be signed and acknowledged by a duly authorized officer of the Association or its attorney and may be recorded in the office of the Cache County Recorder. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by nonjudicial foreclosure by the Association or Master Association in the same manner in which mortgages or deeds of trust on real property may be foreclosed in the State of Utah. In any such foreclosure, the Owner shall also be required to pay to the Association and Master Association any assessments against the Unit which shall become due during the period of foreclosure and the costs and expenses of such proceeding, the costs and expenses of filing the notice of lien, and all reasonable attorney fees.

7.8 Personal Obligation of Owners. The amount of any regular or special assessment against any Unit shall be the personal obligation of the Owner of such Unit to the Association and Master Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association and Master Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Area or by abandonment of his Unit, or by waiving any services or amenities. In the event of any suit to recover a money judgment for unpaid assessments hereunder the involved Owner shall pay the costs and expenses incurred by the Association and Master Association in connection therewith, including reasonable attorney fees. In a voluntary conveyance, the purchaser of a Unit shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Unit up to the time of the grant of conveyance; provided, however, that the provisions of this paragraph shall not prejudice the purchaser's right to recovery from the seller of the amount of such assessments paid by the purchaser for such assessments.

7.9 Fee Due on Transfer (Reinvestment Fee). Each time legal title to a Unit passes from one person to another, on the effective date of such title transaction, the new Owner shall pay to the Association, in addition to any other required amounts, a reinvestment fee, in the initial amount of 0.5% of the value of the Unit being sold, or such other amount determined by the Board from time to time. The following are not subject to the fee: (i) an involuntary transfer; (ii) a transfer that results from a court order; (iii) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity, or to a legal entity, such as a trust, in which the owner or the owner's spouse, son, daughter, father or mother hold a beneficial interest of at least fifty percent (50%) for estate planning purposes; (iv) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or (v) the transfer of a Unit owned by a financial institution, except to the extent required for the payment of the Association's costs directly related to the transfer of the property, not to exceed the maximum amount permitted by applicable law.

Article VIII

The Association

8.1 Association. The Association has been, or will be, organized as a nonprofit corporation under the nonprofit corporation laws of the state of Utah (Utah Code Annotated Title 16 Chapter 6a, as may be amended from time to time). In the event the Association is at any time administratively dissolved by the State of Utah or for any other reason whatsoever ceases to exist as such, the Board may re-incorporate the Association without a vote of the Owners, or the Association may register with the State of Utah or otherwise continue operating as an unincorporated association. The affairs of the Association shall be governed by a Board as provided herein and in the Bylaws. Declarant has appointed an interim Board of Directors of the Association, which shall serve until their successors have been elected at the Turnover Meeting.

8.2 Membership. Each Owner shall be a member of the Association. The membership shall commence, exist and continue simply by virtue of ownership, shall expire automatically upon termination of ownership and need not be confirmed or evidenced by any certificate or acceptance of membership.

8.3 Voting Rights. The method of voting shall be as provided in the Bylaws. Voting rights within the Association shall be allocated as follows:

a) Units Subject to any rights granted to Declarant during the Period Administrative Control, each Unit shall have one (1) vote in matters of the Association for each Unit owned. If a Unit is owned by more than one person, those Owners collectively get one vote.

(b) Declarant. Notwithstanding the foregoing, for each Unit owned, the Declarant shall have four votes per Unit during the Period of Administrative Control until, but not including, the Turnover Meeting.

8.4 Powers, Duties and Obligations. The Association shall have all the powers set forth in its Articles of Incorporation and Bylaws, together with its general powers as a corporation and under any applicable statute, as such statute may be amended to expand the scope of association powers, 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, including the power to levy and collect assessments and Fines as provided in this Declaration. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

(a) Delegation. The Board may delegate by resolution or contract to the Managing Agent any of its powers under this Declaration.

(b) Borrowing. The Association may borrow money, provided the assent of a majority of all Owners is obtained prior to mortgaging, pledging or hypothecating any or all of the Association's real property as security.

(c) Telecommunications/Fiber Optic/Related Contracts. Provided the Association already provides such service to the Units, the Board shall have the power, in its own discretion and subject to federal law, to enter into, accept an assignment of, or otherwise cause the Association to comply with contracts with Telecommunication Service providers and Telecommunication Facilities owners (both, a "Telecommunication Provider"), pursuant to which the Telecommunication Provider serves as the exclusive provider of Telecommunication Services and/or Telecommunication Facilities to each Unit in the Properties, as well as the power to enter into or contract on behalf of the Association for similar bulk rate service contracts of any nature deemed in the Association's best interests. If such service(s) is not already provided to the Units, the prior approval of the

Owners shall be obtained by a vote where a majority of the votes cast are cast in favor of the service.

(d) Bylaws. The initial Bylaws of the Association are attached hereto as Exhibit B.

(e) Rules and Regulations. In addition to the restrictions and requirements above, the Board from time to time may, by resolution, adopt, modify, or revoke such rules and regulations governing the conduct of persons in the E2 Community and the operation and use of the Units, Common Areas and the E2 Community as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the E2 Community. Reasonable fines may be levied and collected as an assessment for violations of said rules and regulations and for violations of any restrictions contained in this Declaration. A schedule of Fines may be adopted by the Board of Directors specifying the amounts of such Fines, and any other provisions or procedures related to the levying of such Fines.

Article IX

Mortgagee Protection

9.1 Mortgagee Protection. The Mortgagee Protection provisions in Exhibit "E" attached hereto are incorporated herein by this reference.

Article X

Insurance

NOTE: The Association's insurance policy(ies) does/do not cover the personal property or personal liability of any Owner.

10.1 Types of Insurance Maintained by the Association. The Association shall obtain the following minimum types of insurance:

(a) Liability. A public general liability insurance policy covering the Association, its officers, Board members and managing agents, having at least a Two Million Dollars (\$2,000,000.00) limit per total claims that arise from the same occurrence or in an amount not less than the minimum amount required by applicable law, ordinance or regulation. Coverage under this policy shall include, without limitation, all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Areas. The named insured under any policy of insurance shall be the Association, and each Owner shall also be an insured.

(b) Property. The Association shall maintain a blanket policy of property insurance covering the entire Project, including the Common Area and all buildings including the Dwelling Units, fixtures, and building services equipment. The Association may maintain broader coverage if afforded by the insurance contract. The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Unit or otherwise permanently part of or affixed to Common Areas, or Units, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, windows.

At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage. The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry. The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; and (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance. If a loss occurs that is covered by the property insurance policy in the name of the Association and another property insurance policy in the name of an Owner, then the Association's policy provides primary insurance coverage, and: (i) the Owner is responsible for the Association's policy deductible; and (ii) the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible. If an Owner suffers damage to any combination of a Unit ("Unit Damage") as part of a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance policy ("a Covered Loss"). The Owner is responsible for a deductible amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to Unit Damage for that Unit to the amount of the deductible under the Association's property insurance policy; and if an Owner does not pay the amount required above within 30 days after substantial completion of the repairs to, as applicable, the Unit, the Association may levy an assessment against the Owner for that amount. If, in the exercise of its business judgment, the Board determines that a claim is likely not to exceed the Association's policy deductible: (i) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (ii) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (iii) the Association need not tender the claim to the Association's insurer. The named insured under any policy of insurance shall be the Association, and each Owner shall also be an insured under all property and insurance policies.

(d) Fidelity Insurance or Bond. The Association shall obtain and maintain adequate fidelity coverage to protect against dishonest acts by its officers, members of the Board, employees, and all others who are responsible for handling funds of the Association, including any property manager or Managing Agent. Such fidelity coverage shall: (i) name the Association as an obligee; (ii) not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or Managing Agent, as the case may be, at any given time, and shall in no event be in an amount less than three months assessments on all Units plus reserves; (iii) contain an appropriate endorsement(s) to the policy to cover any persons who serve without compensation if the policy would not otherwise cover volunteers, and to cover the Association's Managing Agent, if the Association has delegated some or all of the responsibility for the handling of funds to a Managing Agent; (iv) provide that coverage may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least ten (10) days prior written notice to the Association or any insurance trustee.

(e) Miscellaneous Items. The following provisions shall apply to all insurance coverage of the Association:

1) Certificate of Insurance. Evidence of insurance shall be issued to each Owner and Mortgagee upon request.

2) Deductible. The Association shall pay for the deductible on any claim made against the Association's property insurance policy for a covered loss incurred to the Common Area, except where the claim is made because of the negligence or willful acts of an Owner or occupant, including a guest, invitee, or visitor, as determined by the Board. In such cases, the corresponding Owner shall pay the deductible amount.

3) Special Endorsements. Each policy shall contain or provide those endorsements commonly purchased by the other community association in the county.

4) Intent. The foregoing provisions shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Board or Association may deem necessary or appropriate from time to time, including directors and officers liability insurance.

10.2 Owner Insurance Responsibility. The Association's policy does not and will not cover the contents of a Unit or an Owner's personal property.

10.3 Power of Attorney

(a) Notwithstanding any of the foregoing provisions and requirements relating to Association property or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement (the "Insurance Trustee") who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. By purchasing and/or owning a Unit, all Owners appoint the Association or any Insurance Trustee designated by the Association as attorney-in-fact for the purpose of purchasing and maintaining the insurance specified in this section, including: (1) the collection and appropriate disposition of the proceeds thereof; (2) the negotiation of losses and execution of releases of liability; (3) the execution of all documents; and (4) the performance of all other acts necessary to accomplish such purpose.

(b) By purchasing and/or owning a Unit, all Owners appoint the Association or any trustee designated by the Association as attorney-in-fact for the purpose of representing the Owners in condemnation proceedings or negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Areas, or part thereof, by the condemning authority

ARTICLE XI General Provisions

11.1 Run with the Land. The covenants and restrictions of this Declaration shall run with and bind the E2 Community and each Unit, and shall inure to the benefit of and shall be enforceable by the Declarant, each Owner, and their respective legal representatives, heirs, successors, and assigns.

11.2 Amendment.

11.2.1 Amendments. This Declaration may be amended by an affirmative vote by the Owners of at least sixty percent (60%) of the Owners of the Units within the E2 Community, but only after the Period of Administrative Control. If the necessary votes and consents are obtained, the Owners shall cause to be recorded in the official records of Cache County, Utah, an Amendment to this Declaration containing either (i) the signatures of Owners of at least sixty percent (60%) of the Units within the E2 Community, or (ii) the signature of the President along with a certification by the President that the requisite 60% voting threshold has been met in compliance with all applicable procedural requirements. The Owners have no right to amend this Declaration during the Period of Administrative Control.

11.2.2 Unilateral Amendments. Notwithstanding anything in this Declaration to the contrary, the Declarant alone has the exclusive right to amend or terminate this Declaration, for any reason and at any time, in the Declarant's sole discretion, during the Period of Administrative Control.

11.2.3 Right of Amendment if Requested by Governmental Agency or Federally Chartered Lending Institutions. Anything in this Section or the Declaration to the contrary notwithstanding, Declarant reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by the Utah Division of Real Estate (or similar agency), FHA, Veterans Administration, the FHLMC or FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration or approval of the sale of property within the E2 Community, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Unit(s). Any such amendment shall be effected by the recordation by Declarant of a Certificate of Amendment duly signed by the Declarant, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such a Certificate of Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Certificate of Amendment, when recorded, shall be binding upon all of the E2 Community and all persons having an interest therein. If any amendment requested pursuant to the provisions of this Section deletes, diminishes or alters the control of the Declarant, Declarant alone shall have the right to amend this Declaration to restore such control.

11.3 Severability. In the event that any provision of this Declaration is declared void, invalid or unenforceable by a regulatory agency, tribunal or court of competent jurisdiction, the remainder of this Declaration shall continue in full force and effect as if the offending provision were not contained herein, and the offending provision shall be replaced by a valid provision which comes closest to the intention of the Declaration underlying the offending provision. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

11.4 Liability Arising From Conduct of Owners. Each Owner and Occupant hereby indemnifies, holds harmless, and agrees to defend (with counsel reasonably acceptable to the indemnified party) the Declarant from and against all claims, damages, suits, judgments, court costs, attorney's fees, attachments and all other legal actions caused through the willful or negligent act or omission of an Owner or Occupant.

11.4.1 Subsequent Statutory Authority. If any applicable law, whether state or federal, is construed or amended to further eliminate or limit liability or authorizing further indemnification than as permitted or required by this Section 5.4, then liability will be limited or expanded to the fullest extent permitted by such applicable law.

11.4.2 No Impairment. Any repeal, amendment or modification of this Section may not adversely affect any rights or protection existing at the time of the amendment.

11.5 Notices. Any notice provided under this Declaration shall be provided in writing and sent or transmitted by one of the following means: (a) personally served, (b) sent by overnight courier by a national delivery service that maintains tracking information, or (c) sent by United States certified mail, return receipt requested, with postage prepaid, or (d) sent by email if the recipient has consented to use of email for such purpose; addressed to the Owner at the post office address of the Dwelling Unit owned by such Owner within the E2 Community or to Declarant at the address for the Declarant set forth in the first page of this Declaration. Declarant and each Owner may by notice at any time and from time to time designate a different address to which notices shall be sent. Such notices, demands or declarations shall be deemed sufficiently served or delivered for all purposes hereunder when delivered or when delivery is denied if attempted to be delivered at the appropriate address.

11.6 Captions. All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

11.7 Declarant's Disclaimer of Representations. Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a plat or other instrument Recorded in the office of the County Recorder of Cache County, Utah, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the E2 Community can or will be carried out, or that any land now owned or hereafter acquired by it is or will be subjected to this Declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or if that land is once used for a particular use, such use will continue in effect.

11.8 Interpretation of Covenants. Except for judicial construction, the Declarant shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Declarant's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all Persons and property benefitted or bound by the covenants and provisions hereof.

11.9 Reasonable Accommodations. Notwithstanding anything to the contrary in this Declaration, the Association, upon receipt of a written opinion from its counsel that such action is required, may make or permit reasonable accommodations or modifications to the E2 Community that are otherwise prohibited by the Governing Documents, as required under Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act) as amended, to accommodate a Person with a disability (as defined by Federal law at the time the accommodation is requested). Reasonable accommodations or modifications may include modifications to a Unit, the Common Areas, or deviations from provision of the Governing Documents. Any such modification and accommodation made under this section shall not act as a waiver of the provisions of the Governing Documents with regard to anyone else.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 29th day of February, 2024.

Sierra Homebuilders, LLC,
a Utah limited liability company

By: [Signature]
Name: L Boyd Cook
Title: CEO

STATE OF Utah)
County of Box Elder) ss.

On the 29 day of February, 2024, personally appeared before me L Boyd Cook, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of Sierra Homebuilders a Utah LLC, and who acknowledged to me that said entity executed it.

[Signature]
NOTARY PUBLIC

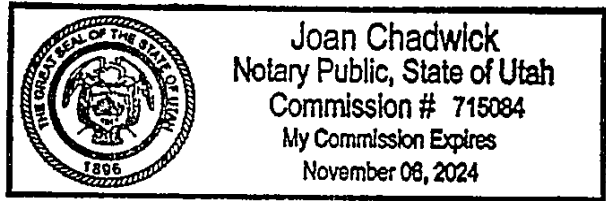


EXHIBIT "B"**Bylaws of 1600 Park Avenue Condominium E2 Owners Association**

Capitalized terms used but not defined in this document are as defined by the Declaration and/or applicable law.

- 1. Principal Office.** The 1600 Park Avenue Condominium E2 Owners Association ("Association") may have such other offices within the State of Utah, as the Board may designate or as the business of the Association may require from time to time.
- 2. Registered Office and Agent.** The Board may designate the registered agent of the Association and may change such designation from time to time.
- 3. Annual Member Meetings.** The first annual meeting and subsequent annual meetings of the Association will be held at a time and in a month specified by the Board.
- 4. Special Member Meetings.** A special meeting of the Association may be called at any time by at least two members of the Board, or by the president of the Association, or by the Members upon the written request of at least 30% of the voting interest of the Association. A special meeting may only be held for the purposes set forth in the notice for that special meeting.
- 5. Place of Member Meetings.** The Board may designate any place in Cache County as the place for any annual or special meeting of the Association.
- 6. Notice of Member Meetings.** Notice of each meeting stating the place, date, and time of the meeting and the purpose or purposes for which the meeting is called, will be delivered to each Member entitled to vote at the meeting, not less than 7 nor more than 90 days before the date of the meeting. If mailed, the notice will be deemed to be delivered when deposited in the United States mail, postage prepaid, and addressed to the Member at its address as it appears in the records of the Association. The Board may set a record date for determining the Members entitled to notice. The Association will give notice at the Association's expense of any special meeting called by the Members.
- 7. Quorum – Members/Owners.** Except as otherwise provided in the Declaration or these Bylaws, at any meeting of the members, the presence of members holding, or holders of proxies entitled to vote, more than fifty percent (50%) of the total votes of the Association shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the members as provided above. At the reconvened meeting, the members and proxy holders present shall constitute a quorum for the transaction of business.
- 8. Member Voting Method.** Votes may be cast in person, by proxy, or as determined by the Board, by written ballot.
- 9. Members' Voting Rights.** Subject to the provisions in the Declaration and the Articles of Incorporation, a Member shall be entitled to one (1) vote for each Unit which he or it owns within the Property, and the Declarant, if any, shall be entitled to the number of votes accorded to such Declarant as provided in the Declaration.
- 10. Voting by Joint Owners.** In the event there is more than one (1) owner of a particular Unit, the vote relating to such Unit shall be exercised as such Members may determine among themselves. A

vote cast at any Association meeting by any of such Members, whether in person or by proxy or through ballot, shall be conclusively presumed to be the vote attributable to the Unit concerned, unless an objection is immediately made by another Member of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever, other than to determine whether a quorum exists.

11. Resolution of Voting Disputes. In the event of any dispute as to the entitlement of any Member to vote or as to the results of any vote of Members at a meeting, the Board shall act as arbitrators and the decision of a disinterested majority of the Board shall, when rendered in writing, be final and binding as an arbitration award and may be acted upon in accordance with Utah law.

12. Suspension of Voting Rights. The Board may suspend the voting rights of any Member for any period during which an assessment remains unpaid. Unless provided otherwise in the Declaration, the Board may also, after notice and hearing, suspend the right of the Member to use the Common Area and facilities during and for up to sixty (60) days following any breach by such Member or occupant of any provision of the Declaration or of any rule or regulation adopted by the Association unless such breach is a continuing breach, in which case such suspension shall continue for so long as such breach continues and up to sixty (60) days thereafter.

13. Action by Proxy. Every proxy must be executed in writing by the Member or its duly authorized attorney-in-fact and filed with the secretary of the Association before or at the time of the meeting. No proxy will be valid after the expiration of one year from the date of its execution unless otherwise provided in the proxy.

14. Action by Written Ballot.

(a) Any action that may be taken at any meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter. Such written ballot will set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot will be valid only when the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot. Members submitting a written ballot will be considered to have participated in the meeting for all purposes.

(b) All solicitations for votes by written ballot will: 1) indicate the number of responses needed to meet the quorum requirements; 2) state the percentage of approvals necessary to approve each matter other than election of Directors; 3) specify the time by which a written ballot must be received by the Association in order to be counted; and 4) be accompanied by written information sufficient to permit each Member casting a written ballot to reach an informed decision on the matter.

(c) A written ballot may not be revoked.

(d) Action by written ballot will have the same effect as action taken at a meeting.

(e) The number of votes cast by written ballot will constitute a quorum for action on the matter.

(f) A written ballot may also be used in connection with any meeting of the Association, thereby allowing Members the choice of either voting in person or by written ballot delivered by an Member to the Association in lieu of attendance at such meeting. A valid written ballot will be counted equally with the votes of Members in attendance at any meeting for every purpose.

15. Order of Business. The order of business at any meeting of Members shall be as follows:

- (a) roll call to determine the voting power represented at the meeting;
- (b) proof of notice of meeting or waiver of notice;
- (c) open forum giving Members an opportunity to be heard;
- (c) election of Directors, if applicable;
- (d) report of finances; and
- (e) any other Association business.

16. Expenses of Meetings. The Association shall bear the expenses of all Regular and Annual Meetings of Members and of Special Meetings of Members.

17. Waiver of Notice. A Member may waive any notice required by the Act or by these Bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. A waiver shall be in writing, signed by the Member entitled to the notice, and delivered to the Association for inclusion in the minutes; or filing with the corporate records. The delivery and filing required above may not be conditions of the effectiveness of the waiver. A Member's attendance at a meeting:

- (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and
- (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

18. Number, Election, Term of Directors. The Board will consist of three Directors. Directors will be elected at the annual Member meetings by a plurality of votes, that is, the candidate(s) with the most votes shall be elected. Nomination for election must be made first by a Nominating Committee. The Nominating Committee will consist of a chairperson, who must be a currently serving Director, and at least two other Members (who may or may not be Directors). The Board will appoint persons to serve on the Nominating Committee, from time to time as determined by the Board. The Board may determine all additional procedures and requirements relating to the conducting of elections for Director positions.

19. General Powers. The property, affairs, and business of the Association shall be managed by the Board. The Board may exercise all of the powers of the Association, whether derived from law, the Article of Incorporation, these Bylaws, or the Declaration, except those powers which are by law or by the foregoing documents vested solely in the members. The Board shall among other things, prepare or cause to be prepared, plan and adopt an estimated annual budget for the estimated annual common expenses, provide the manner of assessing and collecting assessments, and keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the Property and its administration, and specifying the maintenance and repair expenses of the Common Areas. The books and records shall be available for examination by all members at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedures. The Board may by written contract delegate, in whole or

in part, to an officer and/or a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.

20. Compensation - Directors. No Director shall receive compensation for any services that he or she may render to the Association as a Director: provided, however, that a Director may be reimbursed for expenses incurred in performance of his or her duties as a Director to the extent such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his or her capacity as a Director.

21. Resignation, Removal or Death. A Director may resign before the expiration of his or her term by giving written notice to the president or to the secretary of the Association. Such resignation will take effect on the date specified in the notice. Upon the resignation or death of a Director, the remaining Directors will appoint a replacement Director to serve until his successor is elected. Any Director (other than a Director appointed by the Declarant) may be removed at any time, for or without cause, by the affirmative vote of the Members holding more than fifty percent (50%) of the total number of votes appurtenant to all Units in the Property, at a special meeting of the members duly called for such purpose.

22. Board Meetings. Meetings of the Board will be held at least annually, and at any time when called by the president of the Association or by two or more Directors, upon the giving of at least two business days' prior notice of the time and place of the meeting to each Director by hand-delivery, email, text, or any other manner deemed fair and reasonable by the Board. Any business may be transacted at a Board meeting. No notice of a Board meeting need state the purposes for holding the meeting, and no notice of any adjourned Board meeting will be required. If the Board establishes a regular meeting schedule, then such regular meetings of the Board may be held without notice of the date, time, or place of the meeting to the other Directors. Directors may choose to attend any meeting virtually or by electronic means.

23. Place of Meetings. The Board may designate any location in Cache County convenient to the Directors in which to hold a Board meeting. Directors may participate in any Board meeting by means of any electronic or telephonic communication by which all participants may simultaneously hear one another during such meeting. Directors who participate in a Board meeting by such means will be considered present for all purposes, including the presence of a quorum.

24. Quorum - Directors. A majority of Directors will constitute a quorum for the transaction of business, but a lesser number may adjourn any Board meeting from time to time. When a quorum is present at any Board meeting, a majority of the Directors in attendance will decide any question brought before such meeting.

25. Waiver of Notice. Before, at, or after any Board meeting, any Director may, in writing, waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a Director at a Board meeting will constitute a waiver of notice by such Director except when such Director attends the meeting for the express purpose of objecting to the transaction of business based on a claim that the meeting was not duly called or convened.

26. Informal Action by Directors. Any action required or permitted to be taken at a Board meeting may be taken without a meeting (*e.g.*, via email or text correspondence) if each Director in writing either: (1) votes for the action, or (2) votes against the action, or (3) abstains from voting and waives the right to demand that action not be taken without a meeting.

27. Officers. The Officers shall be appointed by the Board. The Officers of the Association shall be a president, a vice president, and a secretary/treasurer. The Board may appoint such other Officers,

assistant Officers, committees, and agents, including assistant secretaries and assistant treasurers, as it may consider necessary or advisable, who will be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any Officer, agent, or employee are not prescribed by these Bylaws or by the Board, such Officer, agent, or employee will follow the orders and instructions of the president.

28. Removal of Officers. The Board may remove any Officer at any time, for any reason, with or without cause.

29. Vacancies. A vacancy in any office will be filled by the Board for the unexpired portion of the term.

30. President. The president will be the chief Officer of the Association. The president will preside at all Association meetings and Board meetings. The president will have the general and active control of the affairs and business of the Association and general supervision of its Officers, agents, and employees. The president is designated as the Officer with the power to prepare, execute, certify, and/or file duly authorized and approved amendments to the Articles of Incorporation, Bylaws, and the Rules and Regulations on behalf of the Association.

31. Vice President. The vice president will assist the president and will perform the duties assigned to him by the president or the Board. In the absence of the president, the vice president will have the powers and perform the duties of the president.

32. Secretary/Treasurer. The Secretary/Treasurer will:

(a) keep, or cause to be kept, the minutes of the proceedings of Association meetings and Board meetings;

(b) see that all notices are duly given in accordance with the provisions of these Bylaws;

(c) maintain the records of the Association;

(d) perform all other duties incident to the office of secretary and the duties assigned to her or him by the president or the Board;

(d) be the principal financial Officer of the Association and will have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association;

(e) receive and give receipts and acquittances for moneys paid in on account of the Association and will pay out of the funds on hand all bills, payrolls, and other just debts of the Association upon maturity;

(f) perform all other duties incident to the office of treasurer and, upon request of the Board, make such reports to it as may be required at any time;

(g) if required by the Board, give the Association a bond for the faithful performance of his duties and for the restoration to the Association of all books, papers, vouchers, money, and other property in his possession or under his/her control belonging to the Association; and

(h) have such other powers and perform such other duties assigned to her or him by the

president or the Board.

33. Compensation – Officers. No officer shall receive compensation for any services that he or she may render to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of his or her duties as an officer to the extent such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his or capacity as an officer.

34. Owner Contact Information. Each Member is required to register a phone number capable of receiving and transmitting text messages, a mailing address, and an email address with the Association within ten (10) days after becoming a Member. Upon purchasing a Unit in the E2 Community, each Member shall promptly furnish to the Association a certified copy of the recorded instrument by which Membership of such Unit has been vested in such Member, which copy shall be maintained in the records of the Association. The contact information of each Member will be kept in the records of the Association. Members must notify the Association of any change in contact information within ten (10) days after the change. Any notice delivered to a Member's registered information or—if the Member fails to register an address with the Association—to the address on file with the County Recorder, will be deemed duly delivered.

35. Affairs, Electronic Means. Any transaction or action involving the business or affairs of the Association, including but not limited to voting and providing notice or records, may be conducted by electronic means. The Association may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the member if the Board does so in good faith and has no reason to believe it is not the act of the member. A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by a Member or by the Association.

36. Notice. In any circumstance where notice is required to be given to the homeowners, the Association may provide notice by electronic means, including text message, email, or an Association website, if the Board deems the notice to be fair and reasonable. A homeowner may require the Association, by written demand, to provide notice to the homeowner by mail. The Board is authorized to promulgate rules and procedures facilitating the implementation of this section as it deems fit from time to time, including requiring members to furnish the Association with a current email address.

37. Indemnification – Third Party Action. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

38. Indemnification – Association Action. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association by reason of the fact that he is or was a Director or officer of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association; provided, however, that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or intentional misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

39. Insurance. The Association may purchase and maintain insurance on behalf of any person who was or is a Director officer, employee, or agent of the Association, or who was or is serving at the requests of the Association as a Director, officer, employee, or agent of the Association, or who was or is serving at the request of the Association as a Director, officer, employee, or agent of another corporation, entity or enterprise (whether for profit or not for profit) against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the laws of the State of Utah, as the same may hereafter be amended or modified. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to Bylaws shall constitute expenses of the Association and shall be paid with funds from the assessments collected from the members, as referred to in the Declaration.

40. Rules and Regulations. The Board may from time to time, adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Property; provided, however, that such rules and regulations shall not be inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration, or these Bylaws. The members shall be provided with copies of all rules and regulations adopted by the Board, and with copies of all amendments and revisions thereof.

41. Books and Records. The Association shall keep, maintain and provide access to its records as required by applicable law.

42. Annual Report. The Board shall cause to be prepared made available to each Member an annual report containing: (a) an income statement reflecting income and expenditures of the Association for such fiscal year; (b) a balance sheet as of the end of such fiscal year, (c) a statement of changes in financial position for such fiscal year, and (d) a statement of any changes to the place of the principal office of the Association where the books and records of the Association, including a list of names and addresses of current Members, may be found.

43. Enforcement. In the event of an alleged violation by a Member or Occupant ("Respondent") of the Declaration, these Bylaws, or the Rules and Regulations of the Association, the Board, Association and/or Members shall have the right to enforce these Bylaws and other governing documents of the Association, in the manner provided within these various documents or in any manner available at law or in equity.

44. Amendment. Except as limited by law, these Bylaws may be amended by approval of at least a majority of the Board of Directors as constituted at any time.

[End of Bylaws]

EXHIBIT "C"
Maintenance Chart

"Master HOA" means the Master Association.
"HOA" or "Association" means the E2 Association.

	EXTERIOR	MASTER HOA	HOA	OWNER
1	Maintenance of, repair, paint and replace roof and stucco/siding		X	
2	Maintenance of, replace and repair of exterior brickwork		X	
3	Maintenance of, replace and repair of front steps and sidewalk		X	
4	Maintenance of, replace and repair of concrete foundations and entries		X	
5	Maintenance of, replace and repair of balconies and patio concrete		X	
6	Maintenance of and replace and repair of any perimeter fences bordering the Project		X	
7	Maintenance of and replace and repair non perimeter fences		X	
8	Maintenance of, replace and repair of rain gutters and down spouts		X	
9	Replacement, maintenance and repair of doors, hinges, frames, thresholds, locks, doorbells and chimes			X
10	Replacement, maintenance and repair of carport structure		X	
11	Replacement, maintenance and repair of windows, sliding glass doors, screens and frames			X
12	Replacement, maintenance and repair of all lights that use electricity from the Dwelling			X
13	Replacement, maintenance and repair of all lights attached to the exterior walls		X	
14	Maintenance of gas lines and electric wiring connections from the meters to the Dwelling			X
15	Maintenance of water system from the outside entry through the foundation and throughout the Dwelling. This includes the outside faucets and hose bibs. Any water damage due to leaks caused by this portion of the water system is the liability of Unit Owner			X
16	Replacement and repairs to outside water spigots and bibs		X	
17	Replacement, repair and maintenance of phone lines, TV cables, air conditioning, satellite dishes antennas			X
18	Unit Owner improvements: windows, attic vents and similar items			X
19	Maintenance, replacement and repair of sprinkler lines and sprinkler heads on Lots	X		
20	Lawn mowing on Lots	X		

	INTERIOR	MASTER HOA	HOA	OWNER
21	All interior painting, decorations and furnishings from the inside of the unfinished walls and ceilings. This includes all appliances such as dishwashers, garbage disposals, ranges, refrigerators, furnaces, exhaust fans, attic vents, air conditioners, water heaters, and intercom, telephone, and computer wiring and networks			X
22	Maintenance, cleaning and repair of venting, chimneys and fireplaces			X
23	Maintenance, repair and replacement of the electrical system from the city electric meter to the breaker panel and to all outlets including switches and light fixtures			X
24	Maintenance, repair and replacement of plumbing fixtures such as sinks, basins, toilets and all interior pipes and valves			X
25	Repair of cracks or other damage to interior walls, floors or ceilings caused by normal settling			X
26	Repairs of damage resulting from static water or seepage of water from any underground source (except sprinkler system failures)			X
27	Repairs of damage resulting from surface water			X
28	Repairs of damage to interior of a Dwelling resulting from static water, rain, or seepage of ground water			X

	GROUNDS	MASTER HOA	HOA	OWNER
29	Lawn, flowers, trees and shrubs in the Common Area	X		
30	Lawn watering systems on the Common Area	X		
31	Snow removal in parking lot and Association Common Areas	X		
32	Snow removal from driveway and porch and sidewalks on a Unit	X		
33	Maintenance, repair and replace carport asphalt	X		

	OTHER	MASTER HOA	HOA	OWNER
34	Garbage collection	X		
35	Maintenance and repair of water system from the city water meter to the entrance to the exterior wall of each Dwelling		X	
	[reserved for future use]			
	[reserved for future use]			

Any portion of a Unit not clearly identified above as being the responsibility of the Association shall be the exclusive responsibility of the owner to maintain, repair or replace. The Master Association may assume the responsibilities of the Association contained herein as it sees fit.

EXHIBIT "D"

Mortgage Protection. No breach of any of the covenants, conditions, restrictions, and limitations contained herein shall defeat or render invalid the lien of any Mortgage made in good faith and for value; provided, however, that all such covenants, conditions, restrictions and limitations contained herein shall be binding upon an Owner whose title is derived through foreclosures or trustee's sale.

Priority of Liens. No enforcement of any lien provision herein contained shall defeat or render invalid the lien of any Mortgage. All sums assessed in accordance with the provisions herein shall constitute a lien on each respective Unit prior and superior to all other liens except (1) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto; and (2) the lien or charge of any recorded Mortgage on such Unit made in good faith and for value and recorded prior to the date on which any such assessment or assessments become due.

Prior Liens Relate Only to Individual Units. All taxes, assessments and charges which may become liens prior to the first Mortgage under local law shall relate only to the individual Unit and not to the Project as a whole.

Mortgage Holder Rights in Event of Foreclosure. Any Mortgagee of a Mortgage of record which obtains title to a Unit by the foreclosure of the Mortgage on the Unit or any purchaser at a foreclosure sale, shall take the Unit free of any claims for unpaid assessments and charges against the Unit which accrued prior to the date of the acquisition of title to such Unit by such acquirer.

Written Notice. The Association shall provide timely written notice to all Mortgagees of the following:

- (a) any condemnation or casualty loss that affects either a material portion of the Project or the Unit securing its mortgage;
- (b) any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage;
- (c) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and
- (d) any proposed action that requires the consent of a specified percentage of Mortgagees.

Project Termination. Any action to terminate the legal status of the Project or to use insurance proceeds for any purpose other than to rebuild the Project must be agreed to by the Mortgagees that represent at least 51% of the Unit votes (based on one vote for each first Mortgage owned) that are subject to first lien mortgages.

Amendment. No provision of this Exhibit D shall be amended without the consent of at least 51% of all First Mortgagees as they appear on the official records of Cache County, Utah, as of the date of such amendment, which consent may be deemed granted by the provisions of applicable Utah law.

[End of Exhibit D]