



W3394637

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

PATRIOT POINTE HOMEOWNERS ASSOCIATION

North Ogden City, Weber, Utah

Lots 1-68 of the Towns at Patriot Pointe – Phase 3 as shown in the plat entitled the same that was recorded as Entry No. 3394631 on the 24 day of the month of November, 2025, in the Weber Country Recorder’s Office, Utah.

<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>
1		24		47	
2		25		48	
3		26		49	
4		27		50	
5		28		51	
6		29		52	
7		30		53	
8		31		54	
9		32		55	
10		33		56	
11		34		57	
12		35		58	
13		36		59	
14		37		60	
15		38		61	
16		39		62	
17		40		63	
18		41		64	
19		42		65	
20		43		66	
21		44		67	
22		45		68	
23		46			

Parcel numbers 18-177-0001 - 0068

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS**

**PATRIOT POINTE
HOMEOWNERS ASSOCIATION**

North Ogden City, Weber, Utah

CONTENTS

1.	RECITALS.....	10
2.	DEFINITIONS.....	11
3.	HOMEOWNERS ASSOCIATION.....	16
3.1.	Organization.....	16
3.2.	Applicability and Binding Effect.....	16
3.3.	Governing Body.....	17
3.4.	Registration.....	17
3.5.	Power of Sale.....	17
3.6.	Duties, Powers, and Obligations.....	17
3.7.	Powers Limitations and Restrictions.....	18
3.7.1.	Inconsistent Actions.....	18
3.7.2.	Conflicting Rules.....	18
3.7.3.	Owner Easements.....	18
3.7.4.	Personal Property.....	18
3.7.5.	Religion.....	18
3.7.6.	Speech.....	18
3.7.7.	Assembly.....	19
3.7.8.	Association.....	19
3.7.9.	Arms.....	19
3.7.10.	Dwellings.....	19
3.7.11.	Working from Home.....	19
3.7.12.	Fines and Punishments.....	19
3.7.13.	Household Composition.....	19
3.7.14.	Privacy.....	20
3.7.15.	Activism.....	20
3.8.	Membership.....	20
3.9.	Contact Information.....	20
3.10.	Reinstatement or Reincorporation of the Association Upon Dissolution.....	21
3.10.1.	Authority to Reinstatement by Board of Directors.....	21
3.10.2.	Authority to Reinstatement by Any Owner.....	21
3.10.3.	Protection of Reinstating Parties.....	21
3.10.4.	Continuity of the Association.....	22
3.10.5.	Filing and Recording.....	22
3.10.6.	No Dissolution of the Association.....	22

3.10.7.	Binding Effect	23
4.	VOTING RIGHTS	23
4.1.	Class A Members	23
4.2.	Class B Members	23
4.3.	Class C Members	23
4.3.1.	Individual Ownership	23
4.3.2.	Collective Ownership.....	23
4.3.3.	Disclosure Requirement	24
4.3.4.	Waiver of Confidentiality	24
4.3.5.	Verification Rights.....	24
4.4.	One Vote per Dwelling.....	24
4.5.	No Fractional, Cumulative, or Other Unauthorized Voting.....	24
4.6.	No Secret Ballots	24
5.	OWNERSHIP AND EASEMENTS	25
5.1.	Common Area.....	25
5.2.	Limited Common Area.....	25
5.3.	Dwellings.....	25
5.4.	Utility Easements	26
5.5.	Encroachment Easements.....	26
5.6.	Party Wall Easements.....	26
5.7.	Easement Limitations	26
5.7.1.	Association Rules.....	26
5.7.2.	Suspension of Rights.....	27
5.7.3.	Government Access	27
5.7.4.	Dedication or Conveyance	27
5.7.5.	Views	27
5.8.	Damage from Easement Use	27
5.9.	Irrigation Water Shares	27
5.9.1.	Trust Establishment and Roles.....	27
5.9.2.	Terms of the Irrevocable Trust	28
5.9.3.	Trustee Substitution and Dissolution	29
6.	OPERATION AND MAINTENANCE	29
6.1.	Common Area.....	29
6.2.	Limited Common Area.....	30
6.3.	Dwellings.....	30
6.3.1.	Townhome Units.....	30

6.3.2.	Exception Limits.....	31
6.3.3.	Construction Defects.....	31
6.3.4.	Weatherproofing.....	31
6.3.5.	Exterior Alterations.....	31
6.3.6.	Fencing.....	31
6.3.7.	Repairs by Association.....	32
6.4.	Weather-Related Conditions—Personal Risk and Safety.....	32
6.5.	Maintenance Caused by Owners or Residents.....	33
7.	PARTY WALLS.....	33
7.1.	General Rules of Law Apply.....	33
7.2.	Maintenance of Party Walls.....	33
7.3.	Destruction of Party Walls.....	34
7.4.	Cost Sharing for Party Walls.....	34
8.	ARCHITECTURAL CONTROL.....	34
8.1.	Architectural Committee.....	34
8.2.	Architectural Control Standards.....	34
8.3.	Architectural Committee Approval.....	35
8.4.	Board Oversight.....	35
8.5.	Noncompliance.....	35
8.6.	Variances.....	36
8.7.	No Liability.....	36
9.	USE LIMITATIONS AND RESTRICTIONS.....	36
9.1.	Household Composition.....	36
9.2.	Guest Use of Common Area.....	36
9.3.	Rules and Governing Documents.....	36
9.4.	Business Use.....	36
9.5.	Garage Sales.....	37
9.6.	Subdivision or Timeshare.....	37
9.7.	Fireworks.....	37
9.8.	Graffiti.....	37
9.9.	Trash Containers.....	37
9.10.	Disorderly Activities and Conditions.....	37
9.11.	Nuisance, Noise, and Quiet Hours.....	38
9.12.	Damage or Waste.....	38
9.13.	Smoking.....	38
9.14.	Hazardous Substances.....	38

9.15. Open-Flame Devices.....	38
9.16. Insurance Impacts and Inspections	39
9.17. Reservations and Admission Fees.....	39
9.18. Fences and Walls.....	39
9.19. Trees, Shrubs, and Bushes.....	39
9.20. Lawn and Vegetation	39
9.21. Planting and Gardening.....	39
9.22. Animals.....	40
9.22.1. Prohibited Birds.....	40
9.22.2. Prohibited Cats.....	40
9.22.3. Prohibited Dogs.....	41
9.22.4. Prohibited Fish.....	41
9.22.5. Prohibited Rodents.....	41
9.22.6. Pet Registration	41
9.22.7. Outdoor Pets Prohibited	42
9.22.8. Pet Nuisance.....	42
9.22.9. Pet Removal.....	42
9.22.10. Joint and Several Liability	43
9.22.11. Indemnification.....	43
9.23. Signs, Banners, and Flags.....	43
9.24. Holiday Displays	43
9.25. Antennas	44
9.26. Temporary Structures.....	44
9.27. Dwelling Attachments and Fixtures.....	44
9.28. Solar Equipment	44
9.29. Structural Integrity	44
9.30. Motor Vehicles.....	45
9.30.1. Passenger Vehicles.....	45
9.30.2. Recreational Vehicles	45
9.30.3. Off-Highway Vehicles.....	45
9.30.4. Moving Vans	45
9.30.5. Service Vehicles.....	45
9.31. Trailers.....	46
9.32. Guest Parking.....	46
9.33. Parking Enforcement	46
9.34. Rentals	46

9.34.1.	Long-Term Rentals.....	46
9.34.2.	Short-Term Rentals	46
9.34.3.	Tenants Subject to Governing Documents	47
9.34.4.	Joint and Several Liability.....	47
9.34.5.	Indemnification.....	47
10.	COMPLIANCE AND ENFORCEMENT.....	47
10.1.	Compliance.....	47
10.2.	Remedies	47
10.3.	Time Limit for Claims.....	48
10.3.1.	Exceptions	48
10.3.2.	Purpose.....	48
10.4.	Action by Owners.....	48
10.5.	Injunctive Relief.....	48
10.6.	Variances	49
11.	ASSESSMENTS.....	49
11.1.	Regular Assessment.....	49
11.2.	Special Assessment	49
11.3.	Individual Assessment	49
11.4.	Capital Assessment.....	50
11.5.	Reserve Assessment	50
11.6.	Reinvestment Fee Covenant	50
11.7.	Other Fees	50
11.7.1.	Fines.....	51
11.7.2.	Closing Fee	51
11.7.3.	Setup Fee.....	51
11.7.4.	Late Payment Fee	51
11.7.5.	Attorney Fees	51
11.7.6.	Board-Established Fees	52
11.7.7.	Interest	52
11.8.	No Offsets	52
11.9.	Statement of Unpaid Assessments	52
11.10.	Due Dates and Collection	52
11.10.1.	Assessments and Fees	52
11.10.2.	Delinquency.....	52
11.10.3.	Partial Payment	52
11.10.4.	Collection.....	52

11.10.5.	Joint and Several Liability.....	53
11.10.6.	Lien	53
11.10.7.	Foreclosure	53
11.10.8.	Payment by Tenant.....	54
11.10.9.	Other Remedies	54
12.	BUDGET, DUES, AND FUNDS	54
12.1.	Budget Adoption	54
12.2.	Budget Composition	54
12.2.1.	Dues Income	54
12.2.2.	Reinvestment Fee Income.....	54
12.2.3.	Miscellaneous Income.....	54
12.2.4.	Insurance Expenses.....	55
12.2.5.	Common Expenses	55
12.2.6.	Reserve Component.....	55
12.2.7.	Additional Line Items	55
12.3.	Dues Calculation.....	55
12.4.	Capital Fund	55
12.5.	Insurance Deductible Fund.....	55
12.6.	Reserve Fund.....	55
13.	RESERVE STUDY	56
14.	INSURANCE.....	56
14.1.	Insurance Requirement.....	56
14.2.	Property Insurance	57
14.2.1.	Mandatory Coverage	57
14.2.2.	Coverage Limits	57
14.2.3.	Building Deductible.....	57
14.2.4.	Common Area Deductible	57
14.2.5.	Owner Responsibility for Deductible.....	57
14.2.6.	Claims under Deductible Amount	58
14.2.7.	Deductible Notice	58
14.3.	Earthquake Insurance	58
14.3.1.	Optional Coverage.....	58
14.4.	Flood Insurance	58
14.4.1.	Potential Mandatory Coverage	58
14.4.2.	Coverage Limits	59
14.4.3.	Deductible.....	59

14.5.	Liability Insurance	59
14.5.1.	Mandatory Coverage	59
14.5.2.	Coverage Limits	59
14.5.3.	Deductible.....	59
14.6.	Directors and Officers Insurance.....	59
14.6.1.	Mandatory Coverage	59
14.6.2.	Coverage Limits	60
14.6.3.	Deductible.....	60
14.6.4.	Tail Coverage.....	60
14.7.	Fidelity Insurance.....	60
14.7.1.	Mandatory Coverage	60
14.7.2.	Coverage Limits	60
14.7.3.	Deductible.....	60
14.8.	Workers' Compensation Insurance.....	61
14.8.1.	Potential Mandatory Coverage	61
14.9.	Right to Negotiate	61
14.10.	Mandatory Homeowners Insurance Coverage.....	61
15.	DECLARANT RIGHTS	62
15.1.	Declarant Control Period	62
15.1.1.	Declarant Exercise of Association Powers	62
15.1.2.	Declarant Voting Rights	62
15.1.3.	Declarant Control of the Board.....	62
15.1.4.	No Officers.....	62
15.1.5.	No Board Meetings	63
15.1.6.	No Meetings of Members	63
15.1.7.	No Action by Written Ballot.....	63
15.1.8.	No Notice	63
15.1.9.	Rules Determined by Declarant	63
15.1.10.	Architectural Control	63
15.1.11.	Use Limitations and Restrictions.....	63
15.1.12.	Amendment by Declarant	63
15.1.13.	Supremacy During Control Period	63
16.	PROCEDURAL IRREGULARITIES	64
16.1.	Waiver of Procedural Irregularities	64
16.2.	Objections to Irregularities.....	64
16.3.	Non-Waivable Irregularities	64

17.	ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION	65
17.1.	General Assumption of Risk.....	65
17.2.	Health Assumption of Risk.....	65
17.3.	Covenants, Conditions, Restrictions, and Rules of the Association	66
17.4.	Warnings, Rules, and Regulations Regarding Health Hazards.....	66
17.5.	No Responsibility	66
17.6.	Release, Waiver of Liability, and Indemnification	67
18.	INDEMNIFICATION	67
18.1.	Indemnification Generally.....	67
19.	GENERAL.....	67
19.1.	Principle Place of Business.....	67
19.2.	Registered Agent for Service of Process	67
19.3.	Notices	68
19.4.	Applicability.....	68
19.5.	Constructive Notice	68
19.6.	Fiscal Year.....	68
19.7.	Compensation	68
19.8.	Conflicts	69
19.9.	Amendment.....	69
19.10.	Incorporation of Governing Documents	69
19.11.	No Estoppel or Reliance	70
19.12.	No Representations or Warranties.....	70
19.13.	Waiver.....	70
19.14.	Time Limit for Claims.....	71
19.15.	Governing Law	71
19.16.	Jurisdiction.....	71
19.17.	Severability.....	71
19.18.	Gender and Number.....	71
19.19.	Headings.....	72
	EXHIBIT A – Legal Description.....	73
	EXHIBIT B – Bylaws	74
	EXHIBIT C – Articles of Incorporation	75

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration is made on the date executed below by the Declarant and the Board, and is effective as of the date of recording in the recorder's office of the County.

1. RECITALS

- A. WHEREAS, the Declarant owns, controls, or has development rights to a certain parcel(s) of land that is located in the County (the "Land"), the legal description of which is set forth in **Exhibit A**; and
- B. WHEREAS, the Declarant has organized the Association as a Utah nonprofit corporation (the "Corporation"); and
- C. WHEREAS, the Declarant has filed or will file for recordation the Plat in the recorder's office of the County; and
- D. WHEREAS, the Declarant has constructed or will construct, in one or more phases of construction, a residential development as illustrated in the Plat; and
- E. WHEREAS, the Declarant, by recording this Declaration and the Plat, intends to submit the Land and all Improvements constructed thereon, regardless of the number of phases of construction, to the provisions of this Declaration, the Plat, and the other Governing Documents, as they may be amended from time to time, for the benefit of all Dwellings in the Project and all Owners thereof; and
- F. WHEREAS, the Declarant, by recording this Declaration and the Plat, intends that the provisions of this Declaration and the other Governing Documents, as they may be amended from time to time, shall be enforceable as equitable servitudes that shall run with the land; and
- G. WHEREAS, the Declarant, by recording this Declaration and the Plat, intends to submit the Land and all Improvements constructed thereon to the provisions of the Act and the Nonprofit Act, as they may be amended from time to time, for the benefit of the Association, all Dwellings in the Project, and all Owners of such Dwellings; and
- H. WHEREAS, the Declarant intends that, to the greatest extent allowed by law, all Owners, Residents, and Persons that enter upon the Project or in any way make use of the Common Area or Limited Common Area shall be subject to and abide by the provisions of this Declaration and the other Governing Documents, as they may be amended from time to time;
- I. NOW THEREFORE, for the foregoing purposes, the Declarant makes and adopts this Declaration which includes these Recitals and the following covenants, conditions, and restrictions that, along with the other Governing Documents, shall run with the land as enforceable equitable servitudes.

2. DEFINITIONS

Capitalized terms used in this Declaration shall have the following meanings. Additional or further definition of a term in this Declaration, including in the Recitals, shall be considered cumulative. Other terms may be defined in other articles of this Declaration.

- A. **Act.** "Act" means the Utah Community Association Act, Utah Code §§ 57-8a-101 *et seq.*, as amended from time to time.
- B. **Act, Nonprofit.** "Nonprofit Act" means the Utah Revised Nonprofit Corporation Act, Utah Code §§ 16-6a-101 *et seq.*, as amended from time to time.
- C. **Amenities.** "Amenities" means Common Area facilities such as parks, play areas, clubhouses, pools, and other nonessential or recreational facilities, but does not mean Common Area such as streets, sidewalks, and other improvements primarily intended for access to Dwellings, or Limited Common Area appurtenant to a Dwelling(s).
- D. **Articles of Incorporation.** "Articles of Incorporation" mean the Association's articles of incorporation as amended or restated from time to time and as duly filed with the state of Utah. The Articles of Incorporation are attached to this Declaration as **Exhibit C**.
- E. **Assessment.** "Assessment" as used generally herein means a monetary charge, fine, fee, or other amount of any kind imposed or levied against an Owner, Resident, Lot, or Dwelling by the Association, as provided in the Governing Documents, regardless of whether such amount is identified as a Capital Assessment, Individual Assessment, Regular Assessment, Reserve Assessment, Special Assessment, fine, fee, or other charge.
- F. **Assessment, Capital.** "Capital Assessment" means an amount levied from time to time at the discretion of the Board against each Dwelling for the purpose of accumulating funds for capital improvements.
- G. **Assessment, Individual.** "Individual Assessment" means an amount levied or imposed against a particular Dwelling, Owner, and/or Resident.
- H. **Assessment, Regular.** "Regular Assessment" means, for a given fiscal year, an amount based on the Budget that is levied against the Dwellings sufficient to cover at least the Common Expenses, the Reserve Fund component of the Budget, and the required amount of the Insurance Deductible Fund.
- I. **Assessment, Reserve.** "Reserve Assessment" means, for a given fiscal year, a component of the Regular Assessment allocated for the Reserve Fund, or other amount levied from time to time for the purpose of increasing or replenishing the Reserve Fund.
- J. **Assessment, Special.** "Special Assessment" means an amount levied from time to time for the purpose of defraying, in whole or in part, any expenses not reasonably capable of being fully paid from the Regular Assessment or, as applicable, the Insurance Deductible Fund or Reserve Fund, including expenses related to emergencies, but not for Capital Improvements.
- K. **Association.** "Association" means the Utah non-profit corporation (the "Corporation") that is or will be known as **Patriot Pointe Homeowners Association**.
- L. **Attorney-in-Fact.** "Attorney-in-Fact" and "attorney-in-fact" mean an individual who is authorized to act as an agent of a Person or an estate as evidenced by a duly executed Power of Attorney, Designation of Agent, Letter Testamentary, Letter of Administration, or other similar

authorizing document. An attorney-in-fact may act on behalf of an Owner or, if the attorney-in-fact represents a deceased Owner's estate, with respect to the deceased Owner's Dwelling as if the Owner for purposes of all notices, meetings, proxies, and votes described in the Governing Documents but not for purposes of eligibility requirements.

M. **Board.** "Board" and "Board of Directors" means the entity, regardless of name, with primary authority to govern the Association. For all purposes under the Act and the Nonprofit Act, these terms shall have the same meaning as defined and used in those Acts, including any successor terms used to identify the Association's primary governing body.

N. **Budget.** "Budget" means, for a given fiscal year, an estimate of the total income and the total Common Expenses of the Association.

O. **Bylaws.** "Bylaws" mean the bylaws of the Association as duly amended or restated from time to time and as duly recorded in the recorder's office of the County. The Bylaws are attached to this Declaration as **Exhibit B**.

P. **City.** "City" means **North Ogden City**, in which the Project is physically situated.

Q. **Committee, Architectural.** "Architectural Committee" means a committee created by the Board for purposes of overseeing exterior architectural characteristics of the Association.

R. **Common Area.** "Common Area" means all property within the Project designated as common area in the Plat or herein that the Association owns or maintains for the common use and enjoyment of all Owners including but not limited to any such property reserved for use as parks, playgrounds, roads, parking areas, sidewalks, pathways or trails, buildings, facilities, and open spaces. The term Common Area generally includes Limited Common Area except where the context requires otherwise.

S. **Common Area, Limited.** "Limited Common Area" means all property designated as Limited Common Area in the Plat or herein that the Association owns or maintains for the exclusive use and enjoyment of the Owners of one or more appurtenant Dwellings but fewer than all Dwellings in the Project.

T. **Control Period.** "Control Period" means the Declarant's period of administrative control over the Association as defined in Section 102(20) of the Act and as further defined or described in the Governing Documents.

U. **Corporation.** "Corporation" means the Association organized as a Utah nonprofit corporation.

V. **County.** "County" means **Weber County** in the State of Utah.

W. **Declarant.** "Declarant" means **Castle Creek Homes II, LLC**, a Utah limited liability company, and its successors or assigns.

X. **Declaration.** "Declaration" means this document, including all covenants, conditions, and restrictions as contained herein, as duly amended or restated from time to time and as duly recorded in the recorder's office of the County.

Y. **Director.** "Director" means an individual who is duly elected or appointed as a member of the Board of Directors in accordance with these Bylaws and applicable law.

Z. **Dwelling.** "Dwelling" means a Townhome Unit.

AA. **Expenses, Common.** “Common Expenses” means the actual and estimated recurring costs, expenses, and liabilities incurred by or on behalf of the Association, including without limitation costs, expenses, and liabilities for: (a) managing, maintaining, preserving, operating, protecting, and improving the Common Area and Limited Common Area; (b) meeting the maintenance and other financial obligations of the Association; (c) providing facilities, utilities, services, insurance coverage, and other benefits to the Association as required in applicable law and the Governing Documents; (d) administering and enforcing the Governing Documents; (e) levying, collecting, and enforcing assessments; (f) operating the Association; and (f) building reserve funds in accordance with applicable law and the Governing Documents.

BB. **Family.** “Family” has the same meaning defined in applicable City, County, state, or federal law, including zoning codes and housing regulations, as the context or circumstances may require.

CC. **Fine.** “Fine” means a monetary amount assessed for a violation of the Governing Documents in the form of an Individual Assessment.

DD. **Fund, Capital.** “Capital Fund” means money or other highly liquid assets set aside for funding a Capital Improvement to the Project, but not for operating expenses, maintenance or repair expenses, or projects intended to be funded by the Reserve Fund. Capital Funds shall be maintained in an account separate from other Association funds.

EE. **Fund, Insurance Deductible.** “Insurance Deductible Fund” means money set aside in an amount equal to the amount of the Association’s property insurance policy deductible or, if the deductible exceeds \$10,000, an amount not less than \$10,000, as required by Utah Code § 57-8a-405(8).

FF. **Fund, Reserve.** “Reserve Fund” means money or other highly liquid assets set aside for costs of repairing, replacing, and restoring common areas and facilities that have a useful life of three (3) years or more and a remaining useful life of less than 30 years, as required by Utah Code § 57-8a-211 , but not for operating expenses, ordinary maintenance expenses, or Capital Improvements.

GG. **Good Standing.** “Good Standing” means: (1) free of any delinquent assessments, fines, or other amounts owed to the Association; and (2) free of any unresolved violations of the Governing Documents for which written notice has been issued by the Association. A Member is in Good Standing only if all of the Owner(s) and Resident(s) of the Member’s Dwelling are in Good Standing and if the Member’s Dwelling itself is in Good Standing.

HH. **Governing Documents.** “Governing Documents” means the Declaration, Plat, Articles of Incorporation, Bylaws, Resolutions, Rules, and any written decisions of the Association made pursuant to such documents.

II. **Improvement.** “Improvement” means a structure or appurtenance of the Project. Such Improvements include but are not limited to buildings, Dwellings, roads, walkways, parking areas, driveways, sports courts, walls, curbs, garages, storage buildings, fences, lighting, playgrounds, landscaping, pools, and any other amenities, facilities, utilities, systems, installed components, and any appurtenances to any of the foregoing.

JJ. **Improvement, Capital.** “Capital Improvement” means any new Improvement and any significant expansion or enhancement of any existing Improvement with a useful life of three (3) years or more, but does not mean maintenance, repair, or replacement of an existing Improvement.

KK. Indemnitees. “Indemnitees” means the Association and those natural persons who, by lawful appointment or delegation, act on behalf of the Association as Directors, officers, committee members, Managers, employees, agents, or volunteers, including any Member or Resident acting in such capacity. The term also includes the past and present directors, officers, members, and employees of any Manager engaged by the Association.

LL. Land. “Land” means the one or more parcels of land of all phases and portions of the Project as described in the Plat.

MM. Living Area. “Living Area” means the habitable interior area of a Dwelling but, unless otherwise permitted by the applicable government authority, does not include any area in, or structure of or associated with, a Dwelling that upon construction was intended primarily for use as a storage space, including a garage; such area or structure may not be used by any individual as Living Area.

NN. Lot. “Lot” means any numbered building lot designated on the Plat that is intended to have at least one Dwelling constructed thereon.

OO. Maintenance Obligation. “Maintenance Obligation” means the obligation of a specified party, at that party’s own expense, to: (1) reasonably care for, clean, inspect, test, operate, maintain, repair, and replace as necessary the specified asset or property; and (2) perform preventive, risk-based, and corrective maintenance in accordance with industry standards and best practices. This obligation applies unless otherwise explicitly indicated or excluded by specific provisions within the Governing Documents.

PP. Majority. “Majority” means at least fifty-one percent (51%).

QQ. Manager. “Manager” means any Person engaged by the Board to manage all or part of the Association including the Common Area and Limited Common Area. Acts of a Manager in the performance of its duties as such shall be considered the acts of the Board.

RR. Member. “Member” means the Owner of a Dwelling or, if there are multiple Owners of a Dwelling, all such Owners collectively. There shall be one Member per Dwelling, and notice given to any one such Owner shall constitute notice to the Member and to all Owners of that Dwelling.

SS. Owner. “Owner” means a Person holding a Present Ownership Interest in a Dwelling. *See also* Attorney-in-Fact and Owner Representative. Notwithstanding the foregoing, if a Dwelling is subject to an executed purchase contract, the purchaser shall be considered the Owner—as opposed to the seller—upon presentation of a copy of the contract (including a reasonably redacted version) to the Board or Manager.

TT. Owner Representative. “Owner Representative” means a natural person who is a director, officer, member, manager, or other authorized representative of an Owner that is a legal entity. An Owner Representative may act, at the sole discretion of the Owner, on behalf of the Owner for purposes of meetings, proxies, voting, eligibility requirements, and service as a Director, but shall not be considered the Owner for purposes of assessment liability, enforcement, or legal title.

UU. Painting. “Painting” means the coating or coloring of one or more surfaces with paint, stain, tint, or other colorant.

VV. **Party Wall.** "Party Wall" means any portion of a wall (including a foundation wall), ceiling, or floor, including those of an attached garage or the like, that is shared by and located on a dividing line between at least two adjoining Dwellings or between a Dwelling and a portion of a building owned by the Association, which portion shall be considered a Dwelling for purposes of Party Walls.

WW. **Person.** "Person" means a natural person, corporation, partnership, limited liability company, association, trust, joint venture, government or governmental subdivision, agency, or other legal or commercial entity.

XX. **Plat.** "Plat" means the one or more final plats, subdivision maps, or amended plats describing the real property subject to the jurisdiction of the Association, as such may be amended or restated from time to time and as duly recorded in the recorder's office of the County. The Plat is attached to this Declaration as **Exhibit A** below.

YY. **Present Ownership Interest.** "Present Ownership Interest" means, with respect to a Dwelling: (1) a fee simple interest; (2) a joint tenancy, a tenancy in common, or tenancy by the entirety; (3) the interest of a tenant-shareholder in a cooperative; (4) a life estate; (5) the legal interest of a trustee holding title to the Dwelling in trust; and (6) the beneficial interest of a beneficiary who holds present occupancy rights in the Dwelling under the trust instrument or by consent of the trustee. A Present Ownership Interest does not include a mere security interest, such as one held under a mortgage, deed of trust, or similar instrument.

ZZ. **Project.** "Project" means the entire common interest development governed by the Association, including all phases as described in the Declaration or these Bylaws, or as shown on the Plat, and encompassing all Land, Lots, Units, Common Areas, Limited Common Areas, buildings, structures, facilities, Improvements, appurtenances, easements, rights, and any tangible or intangible property owned or controlled by the Association for the benefit of its Members.

AAA. means all phases of the Association as described and illustrated on the Plat including but not limited to the Land, Lots, Dwellings, Common Area, Limited Common Area, buildings, facilities, structures, appurtenances, Improvements, rights, easements, and articles of personal property intended for use in connection therewith.

BBB. **Reserve Study.** "Reserve Study" means an analysis consistent with the minimum requirements of Utah Code § 57-8a-211 that is performed by a competent third-party provider experienced in conducting such analyses and that includes a recommended reserve allocation amount for 100% funding of the Reserve Fund.

CCC. **Resident.** "Resident" means a natural person who resides in a Unit. Except as otherwise prohibited by the Declaration or these Bylaws, a Resident may be: (1) an Owner; (2) an Owner Representative; (3) a tenant; (4) a dependent, family member, or household member of any of the foregoing; (5) any other natural person residing within the Project; or (6) any guest or invitee who occupies a Unit for thirty (30) consecutive days or more, or for more than thirty (30) days in any ninety (90)-day period, regardless of whether rent is paid or any lease is executed.

DDD. **Resolution.** "Resolution" means a formal written action of the Board or the Association's membership, duly adopted in accordance with the Governing Documents and applicable law. A Resolution may establish policies, interpret provisions of the Governing Documents, or direct the affairs of the Association in its capacity as a nonprofit corporation. A Resolution shall not conflict with applicable law, the Declaration, the Articles of Incorporation, or these Bylaws, and is subordinate to those authorities in accordance with the hierarchy established by Utah Code § 57-8a-

228(5). Unless expressly adopted as a Rule—or unless it governs conduct or the use or appearance of property and is not otherwise set forth in the Declaration, Articles, or Bylaws—a Resolution is not subject to the procedural requirements of Utah Code § 57-8a-217.

EEE. **Rule.** “Rule” means a policy, guideline, restriction, procedure, regulation, or similar enactment of the Association that (1) is not set forth in the Declaration, Articles of Incorporation, or Bylaws; and (2) governs (a) the conduct of persons within the Project or (b) the use, design, appearance, quality, or type of real or personal property within the Project. A Rule does not include the internal business operating procedures of the Board. A Resolution is not a Rule unless (i) expressly designated as such or (ii) it meets the foregoing criteria. All Rules are subordinate to the other Governing Documents and applicable law and are subject to the procedural requirements of Utah Code § 57-8a-217.

FFF. **Unit, Attached.** “Attached Unit” means a single residence that is designed or constructed to be physically attached to at least one other residence by a Party Wall. Further, for purposes of the Act, “Attached Unit” also means “attached dwelling” as that term is used in the Act.

GGG. **Unit, Townhome.** “Townhome Unit” means: (1) an Attached Unit that is constructed as part of a building that includes multiple Attached Units; (2) the Lot upon which the Townhome Unit is constructed; (3) the Lot itself until the Townhome Unit is constructed; and (4) any Improvements constructed on the Lot that appertain exclusively to the Townhome Unit or the Lot.

HHH. **Water Interests.** “Water Interests” means all water rights, water shares, irrigation entitlements, or similar interests—whether evidenced by stock certificates, contract rights, utility allocations, or other means—held for or used in connection with irrigation within the Project.

3. HOMEOWNERS ASSOCIATION

3.1. Organization

The Association is or shall be organized as a Utah nonprofit corporation under, and is subject to, the Nonprofit Act, and is also subject to the Act. No portions of the Project are governed by the Utah Condominium Ownership Act. The Association is not a cooperative.

All of the Lots, Common Area, and Limited Common Area within the Project, including as such are shown or designated on the Plat, shall be subject to the Association and its Governing Documents, and the Owners of such Lots shall be members of the Association by virtue of their Ownership Interests in the Lots.

3.2. Applicability and Binding Effect

The covenants, conditions, and restrictions set forth in this Declaration, including every provision herein, shall apply to all property within the Project and shall be binding upon all current and future Owners, Residents, tenants, occupants, guests, invitees, successors, and assigns who hold or acquire any interest in any Lot or Unit within the Project. Pursuant to Utah Code § 57-3-102, all such parties are deemed to have constructive notice of this Declaration by virtue of its recordation and are legally obligated to comply with its terms. Each Owner shall be responsible for ensuring that their Residents, tenants, guests, and invitees comply with the Governing Documents, and may be held liable for any violation thereof.

3.3. Governing Body

The governing body of the Association shall be the Board of Directors. Members of the Board shall be elected in accordance with the procedures outlined in the Bylaws. Except as otherwise limited by the Act, this Declaration, or the Bylaws, the Board acts in all instances on behalf of the Association pursuant to Utah Code § 57-8a-501(5).

3.4. Registration

The Board shall cause the Association to be timely registered in the Utah Department of Commerce Homeowner Associations Registry, and shall cause such registration to be timely updated, in accordance with Utah Code § 57-8a-105.

3.5. Power of Sale

The Declarant hereby conveys and warrants pursuant to Utah Code §§ 57-1-20 and 57-8a-302 to Burt Willie, Esq., with power of sale, the Lots and all improvements to the Lots for the purpose of securing payment of assessments under the terms of this Declaration. This conveyance applies to each Lot within the Project owned by the Declarant at the time of recording.

The Association shall have the authority to enforce its lien for unpaid assessments and related charges by nonjudicial foreclosure in accordance with Utah Code §§ 57-8a-302 and 57-1-24 through 57-1-27, or by judicial foreclosure as permitted by law. The Association may appoint or substitute a trustee by executing a substitution of trustee form in compliance with Utah Code § 57-1-22.

3.6. Duties, Powers, and Obligations

The Association shall have, exercise, and perform all of the duties, powers, and obligations granted to it under the Nonprofit Act, the Act, other applicable law, this Declaration, the Articles of Incorporation, the Bylaws, and its other Governing Documents. Notwithstanding the foregoing, the powers of the Association, exercised through the Board, Members, or otherwise, shall be limited and restricted as provided herein.

In general, it is the intent of this Declaration that the Association shall have all duties and powers reasonably necessary to regulate and operate the Common Area and the Project as a whole for the use, enjoyment, and benefit of the Owners, Residents, and their guests and invitees. The Association shall manage these areas in a manner that ensures they are reasonably safe and accessible to such persons.

Except as required by law, this Declaration, or the Bylaws, the Association is expressly prohibited from regulating or attempting to control the personal health, safety, or welfare of Owners, Residents, their guests, invitees, or any other individuals beyond its obligations pertaining to the Common Area and Limited Common Area.

The Association is further prohibited from donating or otherwise providing Association funds to Persons, organizations, causes, advocacies, campaigns, candidates, initiatives, or otherwise, except to legitimate service providers in payment for Common Expenses, Capital Improvements, or uses of the Reserve Fund made pursuant to Utah Code 57-8a-211(c) or other applicable law.

Board members acting in their official capacity shall be individually and personally liable to the Association and its Members for acts of willful misconduct or fraud that result in violations or attempted violations of the Association's limitations, restrictions, and prohibitions enumerated in this paragraph. Such Board members shall be responsible for any attorney fees and costs incurred by the Association or its Members in enforcing this provision.

3.7. Powers Limitations and Restrictions

In addition to limitations imposed by applicable law, this Declaration, the Articles of Incorporation, or the Bylaws, the powers of the Association are further restricted as follows. These restrictions are intended to limit the Association's authority over certain personal matters, reserving such matters to individual discretion and applicable legal authorities. Any exercise of power by the Association in violation of these restrictions is void and unenforceable. The Association may be held liable for such violations, including reasonable attorney fees and costs.

These provisions do not assert constitutional rights, but instead establish express covenants and contractual limitations on the Association's authority. They are binding upon the Association and enforceable by any Owner as equitable servitudes.

3.7.1. Inconsistent Actions

Except as required by applicable law, the Association shall not act inconsistently with this Declaration, the Articles of Incorporation, or the Bylaws.

3.7.2. Conflicting Rules

The Association shall not establish any Rule or Resolution that conflicts with applicable law, this Declaration, the Articles of Incorporation, or the Bylaws. Any conflicting Rule or Resolution is void and unenforceable.

3.7.3. Owner Easements

Except as provided by applicable law, this Declaration, the Articles of Incorporation, or the Bylaws, or for purposes of reasonable maintenance or repairs, the Association shall not unreasonably limit or restrict an Owner's right to use and enjoy the Common Area or the Limited Common Area appurtenant to their Dwelling.

Notwithstanding the above, the Association may temporarily close any portion of the Common Area or Amenities for purposes of reservations, inclement weather, hazardous conditions, its Maintenance Obligations, or to comply with governmental regulations, or the Limited Common Area for purposes of its Maintenance Obligations.

3.7.4. Personal Property

Except as provided by this Declaration, the Association shall not unreasonably interfere with personal property kept at, or transported to and from, a Dwelling, provided such personal property complies with applicable laws and regulations. The Association shall not discriminate against any Person regarding such personal property.

3.7.5. Religion

Except as provided by this Declaration, the Association shall not interfere with any Person's free exercise of religion, nor discriminate against any Person in relation to the free exercise of religion, provided that such activities do not unreasonably disturb other Residents. Religious beliefs or practices shall not be a subject or condition of any Rule or Resolution.

3.7.6. Speech

Except as provided by this Declaration or the Bylaws, the Association shall not interfere with any Person's right of free speech, nor discriminate against any Person in relation to free speech, provided that such speech complies with applicable laws and does not infringe upon the rights of others.

3.7.7. Assembly

Except as provided by this Declaration, the Association shall not interfere with any Owner's or Resident's right to peaceably assemble at a Dwelling, virtually, or outside the Project, including with guests and invitees, nor discriminate against any Person in relation to peaceably assembling at a Dwelling, virtually, or outside the Project, provided that such activities comply with applicable laws and do not unreasonably disturb other Residents. This right shall not be a subject or condition of any Rule or Resolution.

3.7.8. Association

Except as provided by this Declaration, the Association shall not interfere with any Person's right to associate or their right to privacy in relation thereto, nor discriminate against any Person in relation to these rights, provided that such activities do not unreasonably disturb other Residents. These rights shall not be a subject or condition of any Rule or Resolution.

3.7.9. Arms

The Association shall not interfere with an individual's legal right to keep, bear, and lawfully use arms (including firearms, ammunition, and appurtenances to such), nor discriminate against any individual in relation to this right, provided that such activities comply with applicable laws. This right shall not be a subject or condition of any Rule or Resolution.

3.7.10. Dwellings

Except as provided by applicable law, this Declaration, or the Bylaws, or in cases of emergency, the Association and its representatives shall not enter a Dwelling without the express permission of its Owner.

3.7.11. Working from Home

Except as provided by this Declaration, including the Business Use limitation herein, the Association shall not interfere with any Resident's right to work from home at their Dwelling, nor discriminate against any individual in relation to working from home. Working from home shall not be a subject or condition of any Rule or Resolution. As used herein, "working from home" means working from home for or on behalf of a business rather than working at an office, facility, or other location of the company.

3.7.12. Fines and Punishments

The Association shall not impose excessive fines or inflict cruel or unusual punishments. Fines may only be imposed for violations of the Governing Documents as provided in this Declaration, the Bylaws, and the Act, and must be reasonable and supported by proper notice.

Notwithstanding the foregoing, the Association may impose fines and limit the use of Common Area and Limited Common Area as provided in this Declaration, the Bylaws, and the Act.

3.7.13. Household Composition

Except as provided by applicable law or this Declaration, the Association shall not interfere with any Owner's or Resident's right to determine the composition of their households, nor discriminate against any Person in relation to household composition, provided that occupancy complies with applicable laws.

3.7.14. Privacy

Except as provided by this Declaration, the Articles of Incorporation, or the Bylaws, the Association shall not violate any Person's right to privacy or conduct unreasonable searches and seizures of persons, vehicles, Dwellings, offices, private property, papers, or effects (whether electronic or otherwise).

Except as required of the Association by applicable law or this Declaration, the Association shall not mandate or forbid any medical treatments or procedures for any individual, including vaccinations, nor require personal health information without consent. The Association shall not discriminate against any Person in relation to these matters, nor shall they be a subject or condition of any Rule or Resolution.

Except as required of the Association by applicable law or this Declaration, the Association shall not mandate or forbid the use of any medical device or health-related device by any individual, including face coverings and social distancing, nor require evidence or verification of the foregoing. The Association shall not discriminate against any Person in relation these matters, nor shall they be a subject or condition of any Rule or Resolution.

Except as required of the Association by applicable law or this Declaration, the Association shall not require any individual to provide or disclose any health-related information, nor discriminate against any Person in relation to such information or the lack thereof. The Association shall not collect or maintain any such information without consent, which may be withdrawn in writing at any time, and shall handle any such collected information in compliance with privacy laws. Health-related information shall not be a subject or condition of any Rule or Resolution.

3.7.15. Activism

Except as authorized in this Declaration, the Association and Board shall not promote, fund, or otherwise engage in any form of political, social, or other activism or advocacy, nor shall any Common Area, Limited Common Area, or other Association property be used for such.

3.8. Membership

Membership in the Association is appurtenant to each Unit; the Owner(s) of each Unit shall at all times be a Member of the Association so long as such Owner(s) holds a Present Ownership Interest in the Unit. An Owner's membership shall automatically terminate when the Owner(s) ceases to hold a Present Ownership Interest in the Unit and, upon transfer of such interest, the new Owner(s) succeeding to such interest shall likewise succeed to membership in the Association. No Unit may be severed from the Association.

If more than one Person holds a Present Ownership Interest in a Unit, the membership appurtenant to that Unit shall be shared by all such Persons in the same proportion in which such interests are held.

3.9. Contact Information

Upon becoming an Owner or a Resident, and upon reasonable request of the Association, each Owner and Resident shall provide the Association with at least the following contact information: (1) their full legal name and, if a legal entity, the State in which it was formed; (2) the address of their primary residence or, if a legal entity, the address of its primary office; (3) the address of the Dwelling by which they are an Owner or Resident; (4) their email address; (5) and their telephone number. Regardless of any waiver of notice provided to the Association, it shall be the continuous

duty of each Owner and Resident to keep their contact information current with the Association. Owners and Residents that fail to keep their contact information current with the Association, whether or not they reside within the physical boundaries of the Project, shall be deemed not in Good Standing and in violation of this Declaration.

3.10. Reinstatement or Reincorporation of the Association Upon Dissolution

In the event the Association, a Utah nonprofit corporation, is administratively or voluntarily dissolved, it shall be reinstated in accordance with Utah Code § 16-6a-1412 or any applicable successor statute. If reinstatement is not available or permitted, the Association shall be reincorporated in accordance with Utah Code § 57-8a-221 or other applicable law. To preserve or restore the Association's legal existence and its authority under this Declaration, the Board of Directors—or, if necessary, any Owner—may take all actions necessary and proper to effectuate such Reinstatement.

As used in this Section, the term "Reinstatement" means either: (1) reinstatement under Utah Code § 16-6a-1412 or any successor statute; or (2) reincorporation under Utah Code § 57-8a-221 or other applicable law, as the case may be.

3.10.1. Authority to Reinstatement by Board of Directors

Upon dissolution of the Association's corporate status, the Board of Directors shall take all necessary and proper actions to effectuate the Reinstatement of the Association, including reinstatement under Utah Code § 16-6a-1412 or, if reinstatement is not available or permitted, reincorporation under Utah Code § 57-8a-221 or other applicable law. The Board shall preserve, to the extent practicable, the Association's original name, corporate powers, and governing documents.

3.10.2. Authority to Reinstatement by Any Owner

If, following the dissolution of the Association's corporate status, no functioning Board of Directors exists, or if the Board fails to timely effectuate Reinstatement, any Owner is hereby authorized to take all necessary and proper actions to complete the Reinstatement of the Association.

If Reinstatement is accomplished through reincorporation under Utah Code § 57-8a-221 or other applicable law, such Owner is hereby deemed the "acting directors" for purposes of executing the reincorporation, and may prepare and file Articles of Incorporation substantially similar to those in effect at the time of dissolution. If required under the Utah Revised Nonprofit Corporation Act, such Owner may also act as incorporator for purposes of signing and submitting the Articles.

Upon successful filing, the Owner shall call a meeting of the members pursuant to the Bylaws for the purpose of electing a new Board of Directors. Once elected, the Board shall resume all powers, duties, and responsibilities under the Governing Documents.

3.10.3. Protection of Reinstating Parties

In the event that the Board of Directors or any Owner takes good-faith steps to effectuate the Reinstatement of the Association in accordance with this Section, the following protections shall apply to any such party (the "Reinstating Party").

1. **Indemnification:** The Association shall indemnify, defend, and hold harmless the Reinstating Party from and against any and all claims, liabilities, damages, or expenses—including reasonable attorney's fees and court costs—incurred in connection with the Reinstatement of the Association. This indemnification applies to all good-faith actions taken in accordance with this Declaration.

2. **No Personal Liability:** The Reinstating Party shall not be personally liable for any actions taken in good faith to effectuate the Reinstatement of the Association, including but not limited to preparing and filing Articles of Incorporation or applications for reinstatement, submitting required documentation, or calling a meeting of the members to elect Directors.
3. **Reimbursement of Legal Fees and Costs:** The Association shall reimburse the Reinstating Party for all reasonable and documented expenses related to the Reinstatement, including filing fees, attorney's fees, and other costs incurred in obtaining legal advice or responding to claims from other Owners or third parties.
4. **Waiver of Claims by Owners:** By accepting title to a Lot or Townhome Unit, each Owner agrees that this covenant shall run with the land and shall be binding on all current and future Owners. Each Owner expressly waives any claim, lawsuit, or other proceeding against a Reinstating Party arising from good-faith efforts to restore the Association's legal status. Any such action shall be subject to immediate dismissal.
5. **Judgment for Fees and Costs:** If any Owner or other party—including the Association—files a legal action against a Reinstating Party in violation of this Section, the Reinstating Party shall be entitled to: (a) immediate dismissal of the action; (b) judgment for all reasonable attorney's fees, court costs, and enforcement expenses incurred in defending the action; (c) post-judgment collection costs, including garnishment, execution, or attachment; and (d) interest on the judgment at the maximum rate permitted by Utah law from the date of entry until paid in full.
6. **Association Responsibility:** If the Association lacks sufficient insurance coverage at the time Reinstatement is undertaken, the Association shall remain financially responsible for all indemnifiable expenses and shall take prompt steps to secure adequate coverage.

3.10.4. Continuity of the Association

Reinstatement of the Association, whether by reinstatement or reincorporation as defined in this Section, shall not impair or affect the continuity of the Association's existence. Upon Reinstatement, the Association shall retain and continue to exercise all rights, powers, duties, and obligations it held immediately before dissolution of its corporate status—including, without limitation, the authority to manage and maintain the Common Area, enforce the Governing Documents, levy and collect Assessments, and perform all other Association functions as if no dissolution had occurred.

3.10.5. Filing and Recording

The Board or any Owner is authorized to prepare, file, and/or record all documents necessary to effectuate the Reinstatement of the Association, including, without limitation, any applications for reinstatement, articles of incorporation, reinstatement certificates, and notices to government agencies or the public. Upon Reinstatement by reincorporation, the Bylaws in effect at the time of dissolution shall be deemed readopted in accordance with Utah Code § 57-8a-221(2)(a), or any successor statute.

3.10.6. No Dissolution of the Association

The administrative or voluntary dissolution of the Association's corporate entity, or its failure to maintain corporate status, shall neither dissolve the Association as an unincorporated entity, nor shall it impair its continued existence, purpose, or authority under this Declaration and the other Governing Documents. All rights, duties, powers, and obligations of the Association, the Board of

Directors, and the Owners shall remain in full force and effect and shall be subject to Reinstatement as provided in this Section.

3.10.7. Binding Effect

To ensure enforceability and continuity, the provisions of this Section **Error! Reference source not found.** shall run with the land and shall be binding upon, and enforceable by, the Association (whether incorporated or unincorporated), the Board of Directors, and all current and future Owners, together with their respective heirs, successors, assigns, personal representatives, and any party claiming through them. This binding effect expressly includes the rights and responsibilities related to the Reinstatement of the Association and the protections afforded to any Reinstating Party under this Declaration.

4. VOTING RIGHTS

The Association shall have two classes of voting members—Class A Members and Class B Members. The Association shall also have one class of nonvoting members—Class C Members. Additional classes of membership may be added by amendment to this Declaration.

4.1. Class A Members

All Owners are Class A Members, except Class C Members and the Declarant during the period when the Declarant is a Class B Member. Each Class A Member shall be entitled to one (1) vote for each Dwelling owned. If a Dwelling is owned by more than one (1) Person, the Owners shall determine among themselves how to cast their single vote.

4.2. Class B Members

The sole Class B Member shall be the Declarant, who is entitled to ten (10) votes for each Lot or Dwelling owned or controlled by the Declarant. The Class B Member shall automatically convert to a Class A Member upon termination of the Control Period, as provided in Section 15.1.

4.3. Class C Members

Class C Members, which are non-voting Members, shall be Owners (excluding the Declarant while a Class B Member) that meet any of the following criteria:

4.3.1. Individual Ownership

An Owner who acquires or holds an Ownership Threshold within the Association. “Ownership Threshold” means a Present Ownership Interest in at least ten percent (10%) of the total number of Dwellings.

4.3.2. Collective Ownership

Owners who act in concert and collectively acquire or hold an Ownership Threshold within the Association. “Act in concert” means any agreement, arrangement, or understanding, whether formal or informal, to coordinate actions for the purpose of acquiring, holding, voting, or disposing of ownership interests in Dwellings.

Ownership interests acquired or held by Persons controlled directly or indirectly by the same Person or group of Persons shall be aggregated for purposes of this paragraph. “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise.

4.3.3. Disclosure Requirement

Any Owner who acquires, holds, or changes an Ownership Threshold within the Association, and any Owner who, acting in concert with others, collectively acquires, holds, or changes an Ownership Threshold within the Association, must, within thirty (30) days, provide written notice to the Association disclosing: (1) the identities of all involved Owners; and (2) the total number of Dwellings owned.

4.3.4. Waiver of Confidentiality

By acquiring or holding an Ownership Threshold within the Association, Owners consent to the Association's use of the disclosed information for enforcing the Class C Membership provisions and for all other purposes consistent with the Act and Nonprofit Act, including as county or state public records and/or as Corporation records under at least Utah Code § 16-6a-1601(3), waiving confidentiality.

4.3.5. Verification Rights

The Association may verify the accuracy of disclosures through public records or other lawful means.

The intent of the Class C membership is to prevent any Person or group of Persons from gaining disproportionate control of the Association by owning multiple Dwellings.

4.4. One Vote per Dwelling

Regardless of the number of Owners of a Dwelling, only one (1) vote may be cast for that Dwelling. If multiple Owners cannot agree on how to cast their vote, they forfeit their right to vote on that matter. If more than one (1) vote is cast for a Dwelling, all such votes will be disregarded.

4.5. No Fractional, Cumulative, or Other Unauthorized Voting

In all elections and voting matters conducted by the Association, its membership, Board, or any other entity governed by the Governing Documents, only voting methods expressly authorized in this Declaration shall be permitted. Any form of fractional, cumulative, ranked-choice, weighted, or other unauthorized voting method is expressly prohibited. Any votes cast using unauthorized voting methods, or any variation thereof, shall be disregarded in their entirety.

4.6. No Secret Ballots

Secret ballots are prohibited for all Association purposes, including votes of the Members, votes of the Board, and any other action requiring a vote of the Association, except to the extent that the use of a secret ballot is expressly mandated by applicable law. All voting shall be conducted in an open, identifiable, and verifiable manner, consistent with the governing documents and applicable legal requirements.

5. OWNERSHIP AND EASEMENTS

All easements described in this Declaration shall run with the land to which they are appurtenant.

5.1. Common Area

The Association shall own all the Common Area.

Common Area shall include all areas designated as such on the Plat; notwithstanding the foregoing, certain areas designated as Common Area on the Plat may be designated as Limited Common Area herein with any such designations herein controlling.

Each Owner shall have, in common with all other Owners, a nonexclusive right and easement of use and enjoyment in and to the Common Area. Such right and easement shall be appurtenant to and shall pass with title to each Dwelling and in no event shall be separated therefrom, or encumbered, pledged, assigned, or otherwise alienated by an Owner. Any Owner may temporarily delegate such rights and easements to the Resident(s) of the Owner's Dwelling. Notwithstanding the foregoing, such rights and easements common to all Owners, delegated or otherwise, shall be limited as provided in this Declaration and, to the extent permitted by the Declaration, subject to all Resolutions and Rules duly established.

5.2. Limited Common Area

The Association shall own all Limited Common Area.

Limited Common Area shall include all areas designated as such on the Plat; notwithstanding the foregoing, certain areas designated as Common Area on the Plat may be designated as Limited Common Area herein with any such designations herein controlling.

The Owner(s) of a Dwelling shall have an exclusive right and easement of use and enjoyment in and to the Limited Common Area that is exclusively appurtenant to its Dwelling. The Owner(s) of a Dwelling shall also have an exclusive right and easement of use and enjoyment in and to the Limited Common Area that is appurtenant to the Owner's Dwelling and one or more other but not all Dwellings, with such right and easement held in common by the Owners of such Dwellings. Such rights and easements shall be appurtenant to and shall pass with title to each Dwelling and in no event shall be separated therefrom, or encumbered, pledged, assigned, or otherwise alienated by an Owner. Any Owner may temporarily delegate such rights and easements to the Resident(s) of the Owner's Dwelling. Notwithstanding the foregoing, such rights and easements common to one or more but not all Owners, delegated or otherwise, shall be limited as provided in this Declaration and, to the extent permitted by the Declaration, subject to all Resolutions and Rules duly established.

5.3. Dwellings

A Dwelling is owned by its Owner(s). The Association may own a Dwelling(s).

The Association shall have a perpetual nonexclusive easement in and to each Dwelling for purposes of: (1) reasonable access to and installation, inspection, maintenance, repair, replacement, and improvement of Common Area, Limited Common Area, and other property owned by the Association or for which it has an operation or maintenance or repair obligation, but only to the extent that such Common Area, Limited Common Area, or other property is located within or is only reasonably accessible from within a Dwelling; (2) mitigation of emergency conditions impacting or imminently threatening to impact Common Area, Limited Common Area, or other Dwellings; and (3) maintenance and repair of the exterior components of all Attached Units and all other Dwellings for which the Association has an exterior maintenance and repair obligation, which

easement shall be considered an “ownership interest” as that term is used in the Act, albeit a nonpossessory ownership interest that is limited to the purposes of the easement and for purposes of the Act.

5.4. Utility Easements

In addition to other easements granted in favor of the Association and other easements shown on the Plat, Attached Units are hereby made subject to nonexclusive utility easements in favor of the Association for reasonable access to and installation, inspection, maintenance, repair, replacement, and improvement of utilities that run through, across, under, or over such Attached Units and Lots, including but not limited to electrical, gas, water, sewer, drainage, phone, cable, satellite, and internet.

Further, the Association may grant such utility easements to any governmental, quasi-governmental entity, or utility provided, however, that such easements must be used in a manner that does not unreasonably interfere with the Association, the Dwellings, the easements of the Owners in, or the Owners’ and Residents’ right of use and enjoyment of, the Common Area and Limited Common Area. By accepting a deed to a Dwelling, each Owner expressly consents to such utility easements and authorizes and appoints the Association as its attorney-in-fact to execute any and all instruments conveying or creating such easements.

5.5. Encroachment Easements

An nonexclusive encroachment easement is hereby granted in favor of the Association for purposes of encroachment and the maintenance of such encroachment in the event that any Common Area, Limited Common Area, or Improvement of the Association unintentionally encroaches at any time on a Dwelling either due to the manner of its construction or due to settling, shifting, repair, restoration, alteration, or replacement; such an encroachment easement shall continue for the duration of the encroachment. An equivalent easement is hereby granted in favor of the Owner(s) of a Dwelling for the same purposes in the event that the Dwelling unintentionally encroaches at any time on Common Area or Limited Common Area due to the same causes; and for the same duration. Such encroachment easements shall run with the land to which they are appurtenant.

An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

5.6. Party Wall Easements

Each Owner grants to all other Owners of adjoining Dwellings a party wall easement over and upon its Lot and/or Dwelling as the case may require for purposes of the inspection, maintenance, repair, and replacement of Party Walls and shared roofs. Such party wall easements shall run with the land to which they are appurtenant.

5.7. Easement Limitations

An Owner’s right and easement of use and enjoyment in the Common Area, delegated or not, shall be subject to the limitations in the following subsections:

5.7.1. Association Rules

The right of the Association to establish Rules that govern the use of the Common Area.

5.7.2. Suspension of Rights

The right of the Association to suspend an Owner's and/or Resident's rights to use the Common Area for any period of time during which and of the Owners, Residents, or the Dwelling is in violation of any provision of the Governing Documents or delinquent in any amount due to the Association; notwithstanding the foregoing, the right to access a Dwelling via Common Area and Limited Common Area streets, sidewalks, and the like, and to obtain utilities and other public services at the Dwelling, shall not be suspended.

5.7.3. Government Access

The right of governmental and quasi-governmental entities and utilities that have jurisdiction over the Project to access and use the Common Area for purposes including but not limited to providing police and fire protection, transporting school children, installing and maintaining utilities, and providing any other governmental or municipal service.

5.7.4. Dedication or Conveyance

The right of the Association to dedicate or convey in accordance with applicable law any portion of the Common Area or Limited Common Area for such purposes and subject to such conditions as may be agreed by a vote of the Members representing at least sixty-seven percent (67%) of the Dwellings and, in addition, the dedication or conveyance by the Association of any Limited Common Area shall require the written agreement of the Members representing all Dwellings to which such Limited Common Area is appurtenant, but only to the extent that such dedication or conveyance materially limits the use and enjoyment in and to such Limited Common Area.

5.7.5. Views

Views from Dwellings are not assured or guaranteed in any way, and there is no warranty concerning the preservation of any view or view plane from a Dwelling or the Project. There are and will not be any view easements or view rights appurtenant to any Dwelling. The Association may add trees, landscaping, and other Improvements throughout the Project without being subject to maintaining any Owner's view.

5.8. Damage from Easement Use

Damage of any kind to the Common Area or Limited Common Area, or to any Dwelling, caused directly or indirectly in relation to the use of an easement granted under this Declaration shall be promptly and completely restored by and at the expense of the Person holding the easement.

5.9. Irrigation Water Shares

5.9.1. Trust Establishment and Roles

Except as otherwise provided in a valid trust instrument or written agreement to the contrary, any water shares, water rights, or similar irrigation entitlements—whether held in a mutual irrigation company or other water association—used or intended for use in irrigating any portion of the Project, including Common Areas, Lots, or other landscaped or irrigable areas within the Project boundaries, and which were transferred in connection with the development of the Project to any third party, including any city, county, governmental or regulatory entity, or utility, shall be deemed held in an irrevocable, resulting trust for the benefit of the Association. All such water-related interests are collectively referred to in this Declaration as the "Water Interests." The Association shall be deemed the beneficiary and equitable owner of the Water Interests and shall oversee their use for the benefit of the entire Project, subject to reasonable rules and policies consistent with this

Declaration. The recipient entity shall be deemed the trustee and legal holder of record, and the Declarant, or the Person who transferred title to the Water Interests in connection with Project development, shall be deemed the settlor.

5.9.2. Terms of the Irrevocable Trust

This trust shall exist regardless of whether a formal trust agreement was executed, whether any share certificate identifies the trustee as such, or whether the trust has been recorded or registered. The trustee shall act in accordance with the fiduciary duties imposed by Utah law and the terms of this Declaration. The terms of this irrevocable trust include:

1. The beneficiary's equitable interest in the Water Interests shall be subject to a spendthrift restriction, prohibiting any voluntary or involuntary transfer, encumbrance, or alienation of such interest.
2. The trustee shall timely pay all shareholder assessments, service fees, or other charges necessary to preserve or maintain access to or beneficial use of the Water Interests.
3. The trustee may be reimbursed by the beneficiary, without markup or surcharge, for any such payments made under item 2, with reimbursement due within a reasonable time after invoice or written demand.
4. The trustee may receive from the beneficiary a reasonable and minimal administration fee, subject to customary utility practices or written agreement.
5. The trustee shall maintain, unless otherwise agreed in writing, the physical infrastructure or access mechanisms necessary for the Association's use of the Water Interests within the Project.
6. The trustee may be reimbursed by the beneficiary, without markup, for the reasonable costs of such maintenance described in item 5.
7. The trustee shall perform all fiduciary duties generally owed under Utah law, including the duties of loyalty, care, and good faith, and the obligation to represent and vigorously pursue the interests of the beneficiary in all matters affecting the Water Interests.
8. The trustee shall not charge the beneficiary any use, access, or administrative fees beyond those that are customary, reasonable, and substantially similar to those imposed on similarly situated water users in the same service area, unless otherwise agreed in writing.
9. The trustee shall preserve and not alter, reallocate, or repurpose the use of the Water Interests, except as reasonably necessary to maintain irrigation for the Project, and only with the beneficiary's prior written consent.
10. The trustee shall take all reasonable actions necessary to prevent any forfeiture, abandonment, impairment, or loss of the Water Interests, and shall preserve the beneficiary's interest in accordance with applicable water law.
11. The beneficiary shall have priority access and use of the Water Interests for irrigation within the Project, ahead of any use by the trustee or others not acting on behalf of the beneficiary.
12. The beneficiary may require that the existence and terms of this trust be disclosed in any recorded plat, water rights assignment, utility agreement, or other public instrument affecting irrigation rights or infrastructure, for the purpose of placing third parties on

constructive notice of the Association's equitable interest.

13. No delay, inaction, or failure by the beneficiary to assert or enforce its rights under this trust shall be deemed a waiver, and all such rights may be asserted at any time, retroactively or prospectively, upon discovery of any encroachment, misallocation, or mismanagement of the Water Interests.

14. The trustee shall provide the beneficiary, upon reasonable request or at least annually, with documentation of shareholder status, billing records, assessments paid, maintenance performed, and any proposed changes affecting the Water Interests or related infrastructure.

15. The beneficiary may enforce the terms of this trust through declaratory relief, specific performance, or any other remedy available in law or equity, including recovery of reasonable attorney's fees and costs incurred in protecting or asserting its beneficial interest.

16. This trust structure shall apply to any Water Interests similarly transferred in connection with annexation, expansion, or any future phase of the Project, unless expressly excluded by the governing instrument of such annexation.

5.9.3. Trustee Substitution and Dissolution

The beneficiary may appoint a substitute or successor trustee at any time, in its sole discretion and without judicial process, by providing written notice to the current trustee and any relevant third parties. Upon dissolution of the Association, each Owner of a Lot with appurtenant irrigable land shall become a beneficiary under this trust, holding an equitable fractional interest in the Water Interests and a corresponding share of the obligations described herein. Each such fractional interest shall be calculated based on the irrigable acreage of the Owner's Lot in proportion to the total irrigable acreage of all Lots within the Project. All such equitable interests and obligations shall run with the land and shall be binding on all successors in title.

6. OPERATION AND MAINTENANCE

6.1. Common Area

Except as provided in applicable law or this Declaration, the Association is both authorized and obligated to operate and maintain the Common Area, and shall furnish and be solely responsible for—at its own expense—all labor, materials, care, inspection, maintenance, repair, and replacement of the Common Area.

As part of its Maintenance Obligations, the Association shall, in accordance with prevailing community association industry standards, perform snow removal on Common Area private streets, sidewalks, and guest parking areas. Except as expressly provided in this Declaration, the Association shall have no obligation to inspect for, remove, or remediate any weather-related, environmental, or incidental condition—or any similar hazard—whether arising from weather, Owner or Resident activity, or any other cause.

Notwithstanding the foregoing, each Owner and Resident shall be responsible for ensuring that, in connection with their own use and enjoyment of the Common Area—including the use by their guests and invitees—the Common Area is kept neat and clean, free of hazards, and free from any obstruction or interference that would impair the Association's Maintenance Obligations.

Except as otherwise provided in this Declaration, the Common Area includes, but is not limited to: (1) private streets, sidewalks, and guest parking areas; (2) fencing, including perimeter fencing of the Project; (3) street lights; (4) community mailboxes; (5) utility lines and infrastructure that serve more than one (1) Dwelling and that are not maintained by the City or County; (6) landscaping and irrigation systems; and (7) Amenities.

6.2. Limited Common Area

Except as otherwise provided in applicable law or this Declaration, the Association is both authorized and obligated to operate and maintain the Limited Common Area, and shall furnish and be solely responsible for—at its own expense—all labor, materials, care, inspection, maintenance, repair, and replacement for the Limited Common Area.

Notwithstanding the foregoing, each Owner and Resident shall keep the Limited Common Area appurtenant to their Dwelling neat and clean, free of hazards, and free from obstruction or interference that would impair the Association's Maintenance Obligations. In addition, each Owner and Resident—rather than the Association—shall be solely responsible to inspect for, remove, or remediate any weather-related, environmental, or incidental condition, or any similar hazard—including, without limitation, snow, ice, standing water, debris, or litter—affecting the Limited Common Area appurtenant to their Dwelling, whether arising from weather, the actions of the Owner or Resident, or any other cause.

Unless otherwise specified in this Declaration, the Limited Common Area appurtenant to Attached Units includes, without limitation: (1) walkways, patios, porches, concrete pads, and driveways; and (2) patio fencing and associated gates.

In addition, unless otherwise provided in this Declaration, the following shall be deemed Limited Common Area appurtenant to a Dwelling: each parking stall or detached parking structure that is not physically attached to the Dwelling but has been designated as appurtenant to the Dwelling by the Declarant, or subsequently exchanged for another detached stall or structure pursuant to a duly adopted Rule permitting such exchanges, with the written consent of the affected Owners.

6.3. Dwellings

Except as provided in applicable law or this Declaration, and except for the exceptions below with respect to Attached Units, the Owner of a Dwelling shall, incidental to ownership, have the right to improve and remodel, and the right and obligation to maintain, the Dwelling and shall furnish and be solely responsible for, at the Owner's own expense, all of the care, inspection, maintenance, repair, and replacement of the Dwelling and all its components, including its weather barriers, weather seals, weatherproofing, and the like.

6.3.1. Townhome Units

As an exception to an Owner's rights and obligations to maintain their Dwellings, the Association shall be solely responsible for, at its own expense, the maintenance, repair, and replacement of the exterior portions of each Townhome Unit except for the following exterior components for which the Owners shall remain responsible: consumable items; exterior glass; skylights; screens and the like; windows and window frames and bucks; window wells and their contents both within and below; doors and door frames and bucks, garage doors and floors; foundation walls, slabs, and related structures and components that are installed substantially below grade; and utility equipment, lines, conduits, and the like, or any portion thereof, that serve only one Dwelling and that are not physically located within or under any other Dwelling. The Association shall nevertheless remain

responsible for the exterior Painting of window frames, doors and their frames, and any exterior trim of the foregoing.

Excluding the foregoing exceptions, exterior portions of a Townhome Unit for which the Association has a Maintenance Obligation shall include, to the extent above grade: exterior wall siding, stucco, stone, brick, trim, vents, and the like; roof shingles, underlayment, sheathing, flashing, fascia, soffit, and roof vents; rain gutters and down spouts; exterior light fixtures and other exterior-mounted electrical fixtures and devices; exterior water spigots and hose bibs; and exterior shutters, awnings, and other originally-installed exterior components.

6.3.2. Exception Limits

The intent and purpose of the foregoing exceptions to Owner maintenance rights and obligations are to enable and obligate the Association to ensure: (1) timely maintenance, repair, and replacement of and to the above-grade exterior portions of Attached Units; and (2) consistency in color, style, quality, and other exterior characteristics of the Attached Units.

Notwithstanding anything to the contrary in the Governing Documents, the Association's exterior maintenance obligation with respect to Attached Units is limited solely to reasonable maintenance, repair, and replacement in relation to ordinary wear and tear and useful life. The Association shall also be solely responsible to perform exterior maintenance, repair, and replacement arising from wear and tear beyond that which is ordinary; however, if not covered by Association insurance, the cost shall be borne by the Owner(s) of the Attached Unit.

6.3.3. Construction Defects

The Association shall not be responsible for any construction defect in a Dwelling, or for any damage or harm caused by or in relation to such a construction defect. Notwithstanding the foregoing, the Association shall still be solely responsible to perform any required maintenance, repair, and replacement to the above-grade exterior portions and characteristics of an Attached Unit in relation to such a defect but, to the extent not covered by Association insurance, the Owner(s) of the Attached Unit shall be responsible for all related costs.

6.3.4. Weatherproofing

The Owner(s) of a Dwelling shall be solely responsible for its weather barriers, weather seals, and weatherproofing. In the event any water in any form, or any other substance, enters a Dwelling by any means whatsoever from the outside and causes any kind of damage inside the Dwelling, the Owner(s) shall be responsible for any and all damage caused by or related to such entry, for any and all repairs necessitated as a result of such entry, and for any and all costs related in any way to such entry.

6.3.5. Exterior Alterations

Owners shall maintain their Dwellings in substantially the same condition and appearance that existed when such Dwellings were initially constructed; no subsequent exterior alterations or remodeling of a Dwelling is allowed without the advance written approval of the Board.

6.3.6. Fencing

No installation or alteration of fencing by Owners or Residents is allowed. Notwithstanding the foregoing, the Board shall have the power to establish uniform Rules for the installation or alteration of fencing appurtenant to a Dwelling whether on the Lot of a Dwelling or on Limited Common Area appurtenant to an Attached Unit. Such Rules shall require at least the following: (1) that the

requesting Owner shall obtain the advance written approval of the Board; (2) uniform review and approval procedures applicable to all Dwellings in the Association; (3) that new or altered fencing shall be consistent in color, style, character, and quality with existing fencing; (4) that the requesting Owner shall be responsible to have surveyed the position of legal boundary lines as applicable; (5) that the requesting Owner shall be responsible for all costs related to the request, including costs of any related modifications including but not limited to modifications to any landscaping, irrigation systems, Common Area, and Limited Common Area, and that the Association shall be responsible for making all such modifications to Common Area and Limited Common Area; and (6) that no Owner may materially alter existing Common Area fencing or install new fencing on Common Area.

Any alterations to existing fencing, and any new fencing, that is installed on Limited Common Area shall be the property of and be maintained by the Association.

Gates that provide access to otherwise inaccessible Common Area or Limited Common Area shall never be locked or otherwise blocked by an Owner or Resident; such gates shall always be enterable by the Association and its agents for the care, inspection, maintenance, repair, and replacement of the Common Area or Limited Common Area behind such gates.

Any fencing installed on a dividing line between two or more adjoining Dwellings shall be considered a Party Wall. Fencing around the perimeter of the Project, even if it adjoins a Lot, shall be Common Area.

6.3.7. Repairs by Association

No Owner shall permit its Dwelling to fall into a state of disrepair. In the event that an Owner permits any portion of its Dwelling to fall into a state of disrepair that is dangerous, unsafe, unsanitary, or unsightly, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within fifteen (15) days or other longer reasonable time. If the Owner fails to take corrective action, the Association may enter upon the offending Owner's Dwelling and take corrective action to abate the condition. All costs of abatement shall be assessed to the Dwelling and its Owner(s) that agrees to promptly pay the reasonable costs of all work performed under this provision. In addition, each Owner hereby grants to the Association a lien on its Dwelling to secure payment of the assessment, which lien may be foreclosed at any time by the Association. Alternatively, without requiring foreclosure, the Association may seek collection of the assessment from the Owner(s) of the Dwelling.

6.4. Weather-Related Conditions—Personal Risk and Safety

Each Owner and Resident acknowledges and agrees, on behalf of themselves and their guests and invitees, that weather-related, environmental, or incidental conditions—including, without limitation, snow, ice (including black ice), rain, hail, flooding, heat, wind, windblown debris, improperly placed objects, fallen items, or litter—may create temporary or intermittent hazards on the Common Area, Limited Common Area, and other portions of the Project, even when the Association is timely performing its expressly stated Maintenance Obligations.

BY ACCEPTING OR ASSERTING ANY RIGHTS UNDER THIS DECLARATION, OR BY ENTERING, OCCUPYING, OR UTILIZING ANY COMMON AREA, LIMITED COMMON AREA, OR ANY SERVICE PROVIDED BY THE ASSOCIATION, EACH SUCH PERSON KNOWINGLY AND VOLUNTARILY ASSUMES THE RISKS DESCRIBED HEREIN AND WAIVES ANY CLAIM AGAINST THE ASSOCIATION FOR INJURY OR DAMAGE ARISING FROM SUCH CONDITIONS, EXCEPT TO

THE EXTENT CAUSED BY THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Except as expressly provided in this Declaration, the Association shall have no obligation to inspect for, remove, or remediate any weather-related, environmental, or incidental condition—or any similar hazard—whether arising from weather, Owner or Resident activity, or any other cause. To the fullest extent permitted by law, the Association shall not be liable for any injury or damage to Persons or property resulting from such conditions affecting the Project, except in cases of the Association's gross negligence or willful misconduct.

Except as expressly provided in this Declaration, the Association shall have no obligation to inspect for, remove, or remediate any weather-related, environmental, or incidental condition—or any similar hazard—whether arising from weather or any other cause. To the fullest extent permitted by law, the Association shall not be liable for any injury or damage to Persons or property resulting from such conditions affecting the Project, except in cases of the Association's gross negligence or willful misconduct.

Each Owner and Resident shall indemnify, defend, and hold harmless the Indemnitees from and against any and all claims, demands, liabilities, damages, losses, costs, or expenses (including reasonable attorney fees) arising from any injury or damage sustained by such Owner's or Resident's guest or invitee while on the Project during or following any weather-related, environmental, or incidental condition, unless caused by the gross negligence or willful misconduct of the Association. This obligation shall survive the termination of such Owner's or Resident's ownership or occupancy.

6.5. Maintenance Caused by Owners or Residents

To the extent that an Owner or Resident, or their guest(s) or invitee(s), cause damage to the Common Area or Limited Common Area, all costs related to the cleaning, maintenance, repair, or the like of such damage, along with all related administrative and other costs, shall be assessed to the Owner or Resident. If the individual(s) that cause the damage is a non-Owner Resident of a Dwelling, or the guest or invitee of such Resident, the Owner of the Dwelling shall be jointly and severally liable for such assessments.

7. PARTY WALLS

7.1. General Rules of Law Apply

To the extent not inconsistent with the Act, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions in relation to Party Walls shall apply.

7.2. Maintenance of Party Walls

Each Dwelling that shares one or more Party Walls with another Dwelling(s) may also share other common elements, such as a common roof, common exterior walls, or other common exterior elements with an adjacent Dwelling(s). As such, certain maintenance and repairs to portions of Dwellings with Party Walls may become necessary that involve one or more adjacent Dwellings. Therefore, except as otherwise provided herein, maintenance, repair, and replacement of common roofs, common exterior walls, or other common exterior elements of such Dwellings shall be performed by the Association.

Regarding interior Party Walls, the Owners of such shared interior Party Walls shall jointly and severally be responsible for their maintenance, repair, and replacement; the Association shall not have any duty to maintain, repair, or replace any such interior Party Wall unless the Association is an Owner of such.

Notwithstanding the foregoing, the maintenance, repair, and replacement of fencing located on a dividing line between two or more adjacent Dwellings shall be performed by the Owners of the adjacent Dwellings, and all costs shall be shared between them in proportion to the relative lengths of their shared fencing that is being maintained, repaired, or replaced.

7.3. Destruction of Party Walls

If a Party Wall is destroyed or damaged by fire or other casualty, the Owners that share the Party Wall shall restore the same.

7.4. Cost Sharing for Party Walls

The costs related to the maintenance, repair, and replacement of a Party Wall shall be shared by the Owners who make use of the Party Wall in proportion to such use. Notwithstanding, costs related to repairing any damage beyond normal wear and tear to a Party Wall that is caused intentionally or otherwise by an Owner or its Resident, or the guest or invitee of either, shall be the responsibility of that Owner.

8. ARCHITECTURAL CONTROL

8.1. Architectural Committee

The Board may appoint a committee as provided in the Bylaws to serve as the Architectural Committee for purposes of overseeing exterior architectural characteristics of the Association. If not created, the Board shall function as the Architectural Committee. Except as otherwise provided in this Declaration, and consistent with the Association's architectural control standards, it shall be the duty of the Architectural Committee to oversee the external characteristics of Dwellings and the landscaping of the Lots in accordance with the Association's architectural control standards. Further, the Architectural Committee shall not be responsible for: (1) determining that any modification or plan conforms to applicable building codes, zoning ordinances, and other governmental or land-use regulations; (2) the content or accuracy of any plan, documents, specifications, or the like prepared by the applicant or by any architect, engineer, or other person; (3) any loss, damage, or failure due or related to, either directly or indirectly, any natural or man-made condition(s) that may exist; or (4) any failure of applicant or any other person to carry out work in accordance with plans.

Notwithstanding anything to the contrary in this Declaration or the Bylaws, the Architectural Committee may, but need not, be comprised of architects, engineers, or similar professionals, the Manager or any of its employees, or any other Person regardless of membership in the Association. Even so, the Board may have the final say in decisions made by the Architectural Committee.

8.2. Architectural Control Standards

Consistent with any architectural control standards in this Declaration, the Board may adopt additional architectural control standards in the form of Rules with respect to the external characteristics of Dwellings and the Lots (including landscaping) upon which they are constructed, including but not limited to such exterior characteristics as colors, materials, appearance, etc.

Notwithstanding such Rules or the lack thereof, and except as otherwise provided in this Declaration, the Association's architectural control standards shall include maintaining such external characteristics materially consistent with their original construction unless otherwise approved for general application across the Association by a majority vote of the applicable Members.

Notwithstanding the foregoing, no Rule or other architectural control standard may be adopted or enforced with respect to the interior of a Dwelling or the landscaping of a Lot's fully-fenced backyard for which the Owner, as opposed to the Association, is responsible for the maintenance thereof.

8.3. Architectural Committee Approval

Prior to any material modification of the external characteristics of a Dwelling or to the landscaping of a Lot (except for the landscaping of a fully-fenced backyard for which the Owner as opposed to the Association is responsible for the maintenance thereof), an applicant shall submit written plans to the Architectural Committee for approval. Notwithstanding, only the Association (as opposed to Owners and Residents) has the right to modify Common Area and Limited Common Area.

The applicant must ensure that plans submitted to the Architectural Committee are in conformance with all applicable building codes, zoning ordinances, and other applicable governmental or land-use regulations. The Architectural Committee shall have no liability to any applicant or other party for plans that are not in conformance with the foregoing, approved or otherwise. Corrections or changes in plans to bring them in to conformance must be approved by the Architectural Committee prior to modification.

The Architectural Committee shall review submitted plans and respond in writing to the applicant within thirty (30) days of submission with either: (1) an approval; (2) a variance that is described in detail in writing and acts as an approval; (3) a disapproval that includes the specific reasons for such that, if correctable, once corrected by the applicant will result in approval; or (4) a reasonable request for additional essential information. The decision of the Architectural Committee shall be based solely upon the provisions of this Declaration and any pre-existing and duly adopted Rules that set forth the Association's architectural control standards; such decision shall not be based on or influenced by the personal preferences of any member of the Architectural Committee, the Board, or other party. It is the duty of the Architectural Committee to timely approve plans that reasonably comply with the Association's architectural control standards.

8.4. Board Oversight

The Board may at any time review and overturn in writing any action taken by the Architectural Committee. The Board may alternatively have the Architectural Committee operate strictly in an advisory capacity.

8.5. Noncompliance

If at any time the Board finds that a modification or other work done is not in substantial compliance with the Association's architectural control standards, approved plans, or was done without first obtaining approval, such shall be considered a violation to be removed or cured within thirty (30) days of written notice in accordance with applicable law or the provisions of the Bylaws for violation of this Declaration. If the Owner fails to remove or cure the noncompliance as required, or to enter into an agreement to remove or cure on a basis satisfactory to the Architectural Committee within the thirty (30) day period or any extension thereof as may be granted, the Board may, at its option, cause the noncomplying work to be removed or cured and the Owner shall

reimburse the Association upon demand for all costs and expenses incurred, including collection costs and reasonable attorney fees and costs, such costs and expenses shall be considered an Individual Assessment, and the Association shall have a lien against the noncompliant Dwelling in the amount of all such costs and expenses.

8.6. Variances

The Architectural Committee may authorize a variance for compliance with any architectural control standard Rules when it determines that circumstances such as topography, natural obstruction, hardship, or cost, aesthetic, or environmental considerations justify such a variance.

Notwithstanding the foregoing, no variance shall: (1) be effective unless in writing; (2) be contrary to this Declaration; or (3) prevent the Architectural Committee from denying a variance under similar circumstances.

If a variance is granted, no violation of the Governing Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive any aspect of the Governing Documents other than those specifically identified in the variance, nor shall it affect an Owner's obligation to comply with all applicable ordinances, laws, and other governmental regulations.

8.7. No Liability

The Architectural Committee shall not be liable to the applicant, the Association, or the Owners for any loss or damage caused in relation to its good faith actions or inactions, or its approval or disapproval or otherwise of a submitted plan. Each Owner shall have an equal right to enforce the Association's architectural control standards against every other Owner, and may seek independent redress if it believes the Architectural Committee has failed to act or acted improperly.

9. USE LIMITATIONS AND RESTRICTIONS

9.1. Household Composition

Occupancy of a Dwelling shall be limited to a single Family.

9.2. Guest Use of Common Area

The Board shall have the power to establish Rules that place reasonable conditions and restrictions on the use of Common Area by guests of Residents or by guests of non-resident Owners, but only to the extent that such Rules apply uniformly to the guests of all Residents or to the guests of all non-resident Owners.

9.3. Rules and Governing Documents

No Owner or Resident shall violate the Rules as adopted from time to time; no Owner or Resident shall do or keep anything within the Project that is in violation of the Governing Documents.

Owners and Residents shall be responsible to ensure that their guests and invitees comply with all Rules and the Governing Documents.

9.4. Business Use

No business use or trade may be conducted from a Dwelling unless: (1) the activity is not readily apparent by sight, sound, or smell from outside the Dwelling—except for reasonable ingress and egress to and from the Dwelling and the Project; and (2) the activity does not constitute a nuisance,

pose a hazard, create an offensive condition, or threaten the safety or security of the Project or its Residents. For purposes of this restriction, "business use or trade" does not include: (3) garage or yard sales; or (4) the leasing or renting of a Dwelling.

9.5. Garage Sales

The Board shall have the power to establish Rules to allow and to that place reasonable conditions and restrictions on garage sales and yard sales within the Project. Absent such Rules, garage sales and yard sales are prohibited. Notwithstanding the foregoing, other limitations and restrictions provided in this Declaration, the Article of Incorporation, or the Bylaws, such as those regarding parking, signs, nuisance, and other topics are not subject to such rulemaking.

9.6. Subdivision or Timeshare

Except for a parcel(s) of land that is part of an expansion of the Project, no Lot shall be subdivided, partitioned, or in any manner split into physical tracts or parcels smaller than the whole Lot as shown on the Plat; nor shall any Lot be combined with one or more other Lots into a physical tract or parcel larger than the whole Lot as shown on the Plat; nor shall any Lot or Dwelling be established or used as a timeshare.

9.7. Fireworks

The Board shall have the power to establish Rules that place reasonable conditions and restrictions on the use of fireworks within the Project, including prohibiting fireworks entirely within the Project. Notwithstanding the foregoing, the use of illegal fireworks and incendiary devices as defined by Utah Code § 76-10-306 within the Project is strictly prohibited, as is the use of legal fireworks when such use is prohibited by a governmental or other regulatory authority that has jurisdiction over the Project.

9.8. Graffiti

The Board shall have the power to establish Rules that place reasonable conditions and restrictions on the graffiti within the Project, including prohibiting graffiti entirely within the Project. The term "graffiti" as used herein means drawings or inscriptions made with sidewalk chalk or other medium that readily washes away with water or is otherwise readily removable from any surface to which it is applied with minimal effort; graffiti in any other medium of that does not meet this definition is strictly prohibited within the Project.

9.9. Trash Containers

Except as otherwise established by Rule, all trash containers shall normally be stored so as to not be visible from the street except when put out for collection no earlier than the day prior to collection and put away again no later than the end of the day of collection.

9.10. Disorderly Activities and Conditions

Except as otherwise provided in this Declaration, the Articles of Incorporation, or the Bylaws, any activity that causes or creates disorderly, unsightly, or unkempt conditions that are visible from outside a Dwelling is prohibited, and all rubbish, debris, and unsightly materials or objects of any kind that are visible from outside a Dwelling shall not be allowed to accumulate and shall be removed from Lots, Dwellings, Common Area, and Limited Common Area. Such conditions include but are not limited to bicycles, toys, or other personal property left on the Common Area or Limited Common Area or that otherwise interferes with the Association's Maintenance Obligations.

9.11. Nuisance, Noise, and Quiet Hours

The term “nuisance” as used herein means anything that is injurious to health, indecent, offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property. Nuisances are prohibited within the Project, including in, on, or about the Common Area, Limited Common Area, and Dwellings. Nuisances include but are not limited to any condition brought about or activity carried out, illegal or otherwise, by an Owner or Resident or their guest or invitee, or by a Dwelling, that: (1) is noxious or offensive; (2) causes embarrassment, discomfort, annoyance, distress, or disturbance to any other Owners or Residents or their guests or invitees, particularly if law enforcement is called to restore order; (3) creates an unreasonable amount of noise or traffic, especially after 10:00 pm and before 7:00 am; or (4) results in an unreasonable level of light or sound pollution, particularly that is out of character with the rest of the Project. The Board shall have the power to establish Rules consistent with this restriction in relation to nuisance, noise, and quiet hours within the Project.

9.12. Damage or Waste

No damage or waste shall be caused to the Common Area or Limited Common Area by any Owner or Resident or their guest or invitee.

9.13. Smoking

Smoking is prohibited in, on, or about all Common Areas, Limited Common Areas, and within all Attached Units. As used herein, “smoking” includes, but is not limited to, the inhaling, exhaling, burning, or use of any tobacco, marijuana, electronic cigarette, vaping device, or other similar product, whether natural or synthetic. Pursuant to Utah Code § 57-8a-218(7)(b)(i)(F), the Board may adopt Rules that further restrict or prohibit smoking throughout the entire Project.

9.14. Hazardous Substances

Owners and Residents shall comply with applicable environmental laws, and shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances within the Project that are not properly controlled, safeguarded, and disposed of. No one shall permit anything to be done or kept within the Project which would be in violation of any public law, ordinance, or regulation. Each Owner shall indemnify, defend, and hold harmless the Association and its Indemnitees against any and all actions, claims, damages, expenses, losses, or liabilities (including regulatory fines, court costs, and attorney fees) of any kind whatsoever incurred by or asserted against the Association or any of its Indemnitees arising from or in any way related to the acts or omissions of the Owner or its Residents or their guests or invitees in relation to such hazardous substances.

9.15. Open-Flame Devices

The outdoor use and storage of open-flame devices is strictly prohibited unless such devices are stored and operated at least ten (10) feet away from all combustible construction including Dwellings, combustible balconies, garages, and fencing (including vinyl fencing). Further, the use and storage of open-flame devices is strictly prohibited on grass and planter areas and on driveways. The use of open-flame devices is strictly prohibited in garages. Open-flame devices include barbecues, charcoal-fueled grills, fire pits, and any other outdoor device that produces a flame.

Notwithstanding the foregoing and consistent with Utah law, the following are not prohibited: (1) the use and storage of liquid propane (LP)-gas cooking devices having an LP-gas container with a water capacity (WC) of not greater than 2½ pounds (nominal 1 pound (16 oz) LP-gas capacity); (2)

the use and storage of electric cooking grills that do not produce a flame and that bears the mark of an independent testing laboratory, such as Underwriter Laboratory; and (3) the installation and use of conventional indoor gas appliances such as gas ovens, stoves, cooktops, water heaters, and furnaces.

9.16. Insurance Impacts and Inspections

Nothing beyond that which is customary for residential use shall be done or kept within the Project by any Owner or Resident that will increase the rate of any insurance maintained by the Association, or that will result in cancellation of such insurance.

In the event of an insurance inspection or survey or the like that results in a requirement by the insurance provider for the Association to implement a loss control measure or the like, the Board shall timely take the required action and/or establish a Rule(s) or adopt a Resolution(s), as appropriate, that is sufficient to reasonably meet the requirement.

9.17. Reservations and Admission Fees

The Board shall have the power to establish Rules for: (1) reserving the use of Common Area facilities, including parking facilities, to certain parties at certain times at the exclusion of the general membership of the Association; and (2) for charging reasonable admission and other fees for such reservations. The fees charged shall be sufficient to cover the costs of making the reservations, inspecting the facilities before and after use, cleaning the facilities after use as needed, and otherwise managing the reservations and related incidental work. Notwithstanding the foregoing, no such reservations or fees shall be allowed for Common Area streets or sidewalks or for Limited Common Areas, nor shall any fees be charged without reservations for the use of any Common Area by the general membership of the Association, nor shall the general membership of the Association be prohibited from using any Common Area when not reserved.

9.18. Fences and Walls

Except as expressly permitted in this Declaration, no fence, wall, or similar structure may be installed by any Owner or Resident on any portion of the Common Area or Limited Common Area. The Board may remove any such unauthorized structure and assess all associated costs, including removal and restoration, to the Owner of the Dwelling where the violation occurred.

9.19. Trees, Shrubs, and Bushes

No tree, shrub, bush, hedge, or the like, real or artificial, shall be caused to be planted in or placed on the Common Area or Limited Common Area by any Owner or Resident. The Board shall have the power to remove any such plant and assess the cost related of removal to the violating Owner or Resident and to the Owner of the Dwelling at which such plant is kept.

9.20. Lawn and Vegetation

Any condition brought about or activity carried out by an Owner or Resident or their guest or invitee, or by a Dwelling, that materially disturbs, damages, or destroys the lawn, vegetation, landscaping, sprinkler system, or other appurtenances of the Project, internally or otherwise, is prohibited.

9.21. Planting and Gardening

No planting or gardening, real or artificial, shall be caused to be done by any Owner or Resident in the Common Area or the grounds of the Limited Common Area. The Board shall have the power to remove any such planting and assess the cost related to such removal to the violating Resident and

to the Owner of the Dwelling at which the planting occurred. The Board shall have the power to establish Rules that place reasonable conditions and restrictions on the placement of easily movable planter boxes and the like on Limited Common Area immediately around Dwellings, including prohibiting such planter boxes or the like entirely within the Project. Notwithstanding the foregoing, the Board shall not allow placement of planter boxes or the like that interfere with or increase the cost of recurring landscape maintenance, or that will cause damage to the landscaping.

9.22. Animals

No animals of any kind shall be kept by any Owner or Resident—or their guests or invitees—within the Project, including in, on, or about any Dwelling, Common Area, or Limited Common Area, except as expressly permitted herein.

Notwithstanding the foregoing, no more than two (2) common household pets may be kept and housed inside a Dwelling, provided such pets are not kept for commercial, breeding, or resale purposes. For purposes of this Section, one (1) aquarium containing any number of fish shall count as one (1) pet. The term “pet” as used herein is limited to a domesticated bird, cat, dog, fish, or rodent, except as otherwise prohibited herein.

Further notwithstanding the foregoing, if any federal, state, or local law, duly adopted Rule, or the Association’s insurance provider prohibits or restricts the possession or keeping of a particular species, breed, or type of animal, such animal shall not be permitted within the Project, regardless of whether it would otherwise qualify as a permitted pet.

For purposes of this Section 9.22 and all subsections, the phrase “kept at” and other similar language used in reference to an animal or pet shall include any Dwelling to which the animal is brought, kept, housed, allowed entry, or otherwise associated—whether on a temporary or ongoing basis—by any Owner, Resident, guest, invitee, tenant, or other Person. It also includes any animal that is allowed to enter, brought into, or found anywhere within the Project, regardless of where the animal is located, how long it remains on the Project, or whether its presence is authorized by any Owner, Resident, guest, invitee, tenant, or other Person.

The animals identified in Sections 9.22.1 through 9.22.5 are strictly prohibited, as they are commonly classified as high-risk by insurance providers or are otherwise unsuitable for residential settings.

9.22.1. Prohibited Birds

Notwithstanding anything to the contrary in the Governing Documents, the following types of birds are prohibited from being kept within the Project: all types of birds including but not limited to crows, poultry, and raptors, except for the following types of birds that are not prohibited: African Grey, Amazon, Caique, Canary, Cockatiel, Cockatoo, Conure, Eclectus, Finch, Lorikeet, Lory, Lovebird, Macaw, Parakeet, Parrot, Parrotlet, or Poicephalus.

9.22.2. Prohibited Cats

Notwithstanding anything to the contrary in the Governing Documents, the following types of cats are prohibited from being kept within the Project: all types of Bobcat, Bengal, Canadian Lynx, Chausie Cat, Caracal, Geoffroy’s Cat, Jungle Cat, Maine Coon, Manul, Ocelot, Pixiebob, Savannah, Serval, and any other cat not normally considered a common pet house cat.

9.22.3. Prohibited Dogs

Notwithstanding anything to the contrary in the Governing Documents, the following types of dogs are prohibited from being kept within the Project: all types of Akita, Bandog, Boxer, Bulldog, Bully Kutta, Cane Corso, Chow Chow, Doberman Pinscher, Dogo Argentino, German Shepherd, Great Dane, Gull Dong, Japanese Tosa, Malamute, Mastiff, Pit Bull Terrier, Presa Canario, Rottweiler, Rhodesian Ridgeback, Siberian Husky, Staffordshire Terrier, Wolf Hybrid, and any other dog not normally considered a common pet dog.

9.22.4. Prohibited Fish

Notwithstanding anything to the contrary in the Governing Documents, the following types of fish are prohibited from being kept within the Project: all types of Arapaima, Boxfish, Catfish (excluding commonly kept aquarium species such as Corydoras), Carp, Electric Eel, Piranha, Pufferfish, Snakehead, Stingray, Stonefish, Triggerfish, and any other fish not normally considered a common indoor pet fish.

9.22.5. Prohibited Rodents

Notwithstanding anything to the contrary in the Governing Documents, the following types of rodents are prohibited from being kept within the Project: all types of rodent including but not limited to mice and rats, except for the following types of rodents that are not prohibited: hamsters, gerbils, guinea pigs, chinchillas, and rabbits (though rabbits are not technically classified as rodents).

9.22.6. Pet Registration

All dogs and cats kept within the Project shall, at all times, be registered or licensed with the applicable City or County authority, as required by law.

In addition, all Owners and Residents shall register their pets annually with the Association. Required documentation for pet registration shall include: (1) the name and Dwelling address of the pet, and the name of the Owner or Resident submitting the application; (2) the type and breed of the pet; (3) a complete copy of the written application submitted to the City or County (or other licensing authority) for the pet's licensure or registration; (4) a complete copy of the issued license or registration certificate; (5) copies of veterinary records, proof of vaccination, health certificates, or other materials required by the licensing authority; (6) the license or registration number issued to the pet; (7) the name and jurisdiction of the licensing or registering authority; and (8) at least one current color photograph of the pet sufficient to visually and accurately identify the animal at the time of registration.

Failure to provide all required documentation—or submission of incomplete, outdated, or false information—shall result in denial of the registration request, in which case the pet shall not be permitted to remain within the Project or any Dwelling.

Each pet shall at all times wear the identification tag or other form of identification issued by the applicable licensing or registering authority.

The Board shall have the authority to adopt Rules related to pet registration, provided such Rules are not inconsistent with this Declaration. Such Rules may include, without limitation: (A) a pet registration fee not to exceed \$50.00 (fifty U.S. Dollars), or a lesser amount if required by applicable law; (B) requirements for additional documentation in support of registration, beyond that specified herein; (C) procedures governing the registration, review, approval, or denial of any pet; (D) a schedule of fines specific to pet-related violations; and (E) conditions under which an Owner or

Resident may be required to permanently remove a pet from the Project.

9.22.7. Outdoor Pets Prohibited

Pets are prohibited from being outdoors within the Project at any time, except as expressly permitted herein. A pet may be taken outside a Dwelling only if it is on a leash or securely held, and under the control of a responsible party. The responsible party shall carry appropriate receptacles and shall immediately clean up and remove any feces or other debris left by the pet while outdoors.

9.22.8. Pet Nuisance

No pet—or the owner, keeper, or responsible party of any pet—shall cause or permit any nuisance in connection with that pet. The term “nuisance,” as used herein in relation to pets, includes, without limitation: (1) causing damage to any property; (2) creating offensive or unpleasant odors; (3) contributing to unsanitary conditions; (4) defecating on any Common Area, Limited Common Area, or the Lot of another Dwelling if the feces are not immediately cleaned up and removed; (5) barking, howling, whining, or making other noises that disturb the peace and quiet enjoyment of others; (6) lunging at, jumping on, harassing, attacking, chasing, or otherwise acting aggressively toward persons or animals, including those who are walking, running, riding bicycles, or traveling in vehicles; (7) escaping from a leash, yard, Dwelling, or the control of a responsible party; (8) engaging in conduct or creating conditions that unreasonably disturb, annoy, bother, or interfere with the peace and enjoyment of others; (9) keeping more than the number or types of pets permitted under the Governing Documents or applicable Rules; or (10) failing to register a pet with the Association, where such registration is required.

The Board shall have the authority to adopt Rules that further define or clarify what constitutes a nuisance in relation to pets.

9.22.9. Pet Removal

The Association may require the permanent removal of any pet from the Project upon written notice to the pet owner and the Owner of the Dwelling where the pet is kept. Permanent removal shall be required if the pet has been the subject of two (2) fines—whether for unregistered status, nuisance conduct under Section 9.22.8 – Pet Nuisance, other violations of the Governing Documents, or any combination thereof.

In addition, any pet that bites and breaks the skin, causes injury requiring medical attention, or otherwise physically harms any person or animal—whether on the Common Area, Limited Common Area, or any other portion of the Project—shall be immediately and permanently removed from the Project upon written notice from the Association. However, minor incidents that do not result in serious harm—such as bites that do not break the skin, superficial scratches, or inadvertent contact causing no injury—shall not constitute grounds for immediate removal but may constitute a nuisance under Section 9.22.8.

In determining whether permanent removal is required, the Board may consider evidence of intentional provocation or abuse of the pet by the injured party or another Person as a mitigating factor.

If the pet is not permanently removed as required, the Board may arrange for removal and recover all related costs—including enforcement, removal, and legal expenses—as provided in Section 9.22.10 – Joint and Several Liability.

9.22.10. Joint and Several Liability

Each pet owner and the Owner(s) of the Dwelling at which the pet is kept—whether such pet is registered with the Association or not—shall be jointly and severally liable to the Association for: (1) violations of the Governing Documents in any way related to the pet; (2) acts and omissions of, or in any way related to, the pet, regardless of intent or degree of negligence; (3) damage to the Common Area or Limited Common Area caused directly or indirectly by, or in any way related to, the pet; and (4) any other actions, claims, damages, expenses, losses, or liabilities (including regulatory fines, court costs, and attorney fees) of any kind whatsoever arising from or in any way related to the pet.

9.22.11. Indemnification

Each pet owner and the Owner(s) of the Dwelling at which the pet is kept—whether such pet is registered with the Association or not—shall indemnify, defend, and hold harmless the Association and its Indemnitees from and against any and all actions, claims, damages, losses, liabilities, costs, and expenses (including regulatory fines, court costs, and attorney fees) of any kind whatsoever, whether direct or indirect, incurred by or asserted against the Association or its Indemnitees and arising out of or in any way related to the pet.

9.23. Signs, Banners, and Flags

No sign, banner, flag, or the like shall be caused to be placed or displayed by any Owner or Resident on the Common Area, Limited Common Area, or allowed on the outside of their Dwelling, nor shall any such item be placed or displayed within a window or otherwise so as to be visible from outside of their Dwelling. Such items include but are not limited to: (1) political, for sale, for rent, security, posters, billboards, and all other types of signs, banners, flags, or the like regardless of their size, message, location, or placement; (2) electronic or digital or other types of displays; and (3) advertising of any kind whatsoever. Notwithstanding the foregoing, common welcome doormats that do not include political or activist or other such messages shall not be prohibited.

Notwithstanding the foregoing, the Association shall not prohibit an Owner or Resident from displaying a United States flag inside their Dwelling or Limited Common Area appurtenant thereto, or on their Lot, or on the exterior of their Dwelling, if the display complies with United States Code, Title 4, Chapter 1, The Flag, and if no Common Area or Limited Common Area is modified, interfered with, or damaged in order to display the flag.

9.24. Holiday Displays

Notwithstanding anything to the contrary in this Declaration, and subject to time, place, and manner Rules established by the Board, Residents may, on the exterior of their Dwelling and its exclusively-appurtenant Limited Common Area, display holiday signs, symbols, and decorations of the kinds and at the times normally displayed on residences in residential neighborhoods to the extent that such displays are temporary and, for Attached Units, leave no lasting traces on the exterior of the Dwelling. The term “holiday” as used here shall be limited to the official federal and Utah state holidays as they may change from time to time. Notwithstanding the foregoing, no such signs, symbols, or decorations shall be placed on or otherwise interfere with or damage Common Area or lawns or landscaping that are maintained by the Association.

9.25. Antennas

With respect to Attached Units, the Association reserves the right to enter into exclusive contracts and agreements with commercial providers of cable, satellite, and similar data/media services thereby negotiating and/or granting rights to such providers for exclusive service to the Association, and to regulate the provisioning of such services within the Association. Except by the Association, no satellite dish or other exterior antenna or similar device, or related cabling or the like, shall be allowed, placed, or maintained on the exterior of any Attached Unit. Notwithstanding the foregoing, any such antenna or the like may be used anywhere on the interior of an Attached Unit.

With respect to all Dwellings in the Project, no radio or television antenna (as opposed to the types of antenna discussed above) shall be installed or mounted on Common Area, Limited Common Area, or any Dwelling. Notwithstanding the foregoing, and subject to reasonable time, place, and manner Rules that are not inconsistent with the following, any antenna that is temporarily erected, but not otherwise installed or mounted, on a Lot or its exclusively-appurtenant Limited Common Area may be used to the extent that it does not become a nuisance or interfere with maintenance of or damage lawns or landscaping that are maintained by the Association. Notwithstanding the foregoing, any such antenna or the like may be used anywhere on the interior of a Dwelling.

9.26. Temporary Structures

Except as provided in this Declaration, no Owner or Resident shall place or maintain any shed, storage container, tent, gazebo, or similar temporary structure on Common Area or Limited Common Area. Notwithstanding the foregoing, the Board shall have the power to establish Rules allowing and regulating such temporary structures that are not affixed to a Dwelling to the extent they are kept on Limited Common Area that is exclusively-appurtenant to the Owner's or Resident's Dwelling and to the extent that they do not become a nuisance or interfere with or damage Common Area or lawns or landscaping that are maintained by the Association.

9.27. Dwelling Attachments and Fixtures

Except as otherwise provided in this Declaration, no Owner or Resident shall affix or cause to be affixed anything, including but not limited to awnings, canopies, shutters, clothes lines, pots, plants, wind chimes, hose, lights, gates, electronic devices, flag pole holders, and other items, to or on any exterior surface, or that interferes with the maintenance or repair of such exterior surface, of any Attached Unit or other Dwelling for which the Association has exterior maintenance and repair obligations. Notwithstanding the foregoing, the Board shall have the power to establish Rules allowing and regulating the affixing of such items to the extent they do not unreasonably interfere with or increase the cost of the Association's maintenance and repair obligations.

9.28. Solar Equipment

Notwithstanding anything to the contrary herein, no Owner or Resident shall install, or cause to be installed, any solar energy system—including, without limitation, solar panels, solar water heaters, or solar power battery storage systems—on any roof, exterior wall, other exterior surface of a building, or any portion of the Common Area or Limited Common Area, including any location for which the Association has a Maintenance Obligation. This restriction expressly applies to Attached Units.

9.29. Structural Integrity

Except as otherwise provided in this Declaration, nothing shall be done in any Attached Unit, or in, on, or to Common Area or Limited Common Area, which will impair the structural integrity of a building, or any part thereof, or which would structurally change the building.

9.30. Motor Vehicles

9.30.1. Passenger Vehicles

All passenger vehicles, including but not limited to passenger cars, trucks, vans, and motorcycles, that are parked or stored in the Project by an Owner or Resident shall be registered pursuant to applicable laws and ordinances, and maintained in good running condition sufficient for highway use. Passenger vehicles may be parked or stored in usually closed garages or on driveways. Except for purposes of Association maintenance or repair, or as otherwise established by Rule, no passenger vehicle shall be parked or stored on the streets of the Project.

9.30.2. Recreational Vehicles

All recreational vehicles that are parked or stored in the Project by an Owner, Resident, or their guest(s) or invitee(s) shall be licensed in accordance with applicable laws and ordinances, and maintained in good running condition sufficient for highway use. Recreational vehicles may be stored in usually closed garages. Except for purposes of maintenance or repair by the Association, or as otherwise established by Rule, no recreational vehicle shall be parked or stored on the alleyways or guest parking stalls appurtenant to the Attached Units, nor shall a recreational vehicle be parked or stored in driveways for more than three (3) nights.

9.30.3. Off-Highway Vehicles

No off-highway vehicle, including but not limited to off-highway motorcycles or the like, golf carts, type I, II, and III all-terrain vehicles as defined in Utah Code § 41-22-2, snowmobiles, motorized boats, and motorized aircraft, shall be stored or used in the Project. A non-motorized glider aircraft intended for manned use shall be considered an off-highway vehicle for purposes of this Declaration. Notwithstanding the foregoing, the Board shall have the power to establish Rules that allow for off-highway vehicles to be brought into and removed from the Project only on trailers and stored only in usually closed garages. Any parking or storage of an off-highway vehicle on Common Area or Limited Common Area, and any use or operation of an off-highway vehicle within the Project, shall be considered a nuisance.

9.30.4. Moving Vans

Moving vans and the like may be parked on the streets and driveways of the Project during periods of loading or unloading; they should be parked so as to leave room for other vehicles to pass to the extent reasonably possible. Except as otherwise established by Rule: (1) no moving van shall be stored on the alleyways or guest parking stalls appurtenant to the Attached Units; and (2) no moving van shall be parked or stored in driveways for more than five (5) nights, and then only while the moving van is in the Project for purposes of being loaded or unloaded.

9.30.5. Service Vehicles

Service vehicles that are marked as such and are being used as such, including but not limited to vehicles used by or for contractors, service providers, emergencies, and deliveries, may park on the streets of the Project in the performance of services; they should be parked so as to leave room for other vehicles to pass to the extent reasonably possible. Except as otherwise established by Rule, no service vehicles shall be parked or stored on the alleyways or guest parking stalls appurtenant to the Attached Units except temporarily while the service vehicle is in the Project for purposes of the services and while not interfering with access to and from Attached Unit garages.

9.31. Trailers

Trailers may be parked on the streets and driveways of the Project while being loaded or unloaded; they should be parked so as to leave room for other vehicles to pass to the extent reasonably possible. Trailers may be stored in usually closed garages. Except as otherwise established by Rule: (1) no trailer shall be stored on alleyways or guest parking stalls appurtenant to the Attached Units; and (2) no trailer shall be parked or stored in driveways for more than five (5) nights, and then only while the trailer is in the Project for purposes of being loaded or unloaded.

9.32. Guest Parking

Except as otherwise established by Rule, parking stalls designated by the Governing Documents as guest parking shall not be used by Owners and Residents; such parking stalls are reserved for the use of guests.

9.33. Parking Enforcement

Subject to the other provisions of this Declaration, the Board shall have the authority to adopt and enforce Rules governing the use of parking areas within the Project, including street parking, guest parking stalls, and other Common Area parking stalls. Such Rules may include, but are not limited to, the following: (1) restrictions on the times and durations for which parking stalls may be used; (2) authorization for the booting and/or towing of improperly parked vehicles; (3) assignment of available Common Area parking stalls to specific Dwellings, Owners, Residents, or other parties for exclusive use; (4) fees for the exclusive use of assigned Common Area parking stalls; and (5) a schedule of fines and penalties for parking violations. Notwithstanding the foregoing, the Association shall not impose any fee for the use of a Limited Common Area parking stall that is appurtenant to a specific Dwelling.

9.34. Rentals

The term “tenant,” as used in this Declaration, means each renter, lessee, boarder, or occupant of a Dwelling under any rental arrangement—whether long-term or short-term—and, to the extent permitted by law, each guest and invitee of such renter, lessee, or occupant.

9.34.1. Long-Term Rentals

A “long-term rental” means the lease or rental of a Dwelling to one (1) or more tenants under an agreement, written or otherwise, with an initial term of six (6) months or longer, regardless of whether the Owner resides in the Dwelling during all or part of the tenancy.

Subject to applicable laws and ordinances, Dwellings may be used for long-term rental purposes without further approval from the Board.

9.34.2. Short-Term Rentals

A “short-term rental” means the lease or rental of a Dwelling to one (1) or more tenants under an agreement, written or otherwise, with an initial term of less than six (6) months—including nightly, weekend, or weekly arrangements—and regardless of whether the Owner occupies the Dwelling during the tenancy.

Short-term rentals are prohibited unless expressly authorized by Rule. Subject to applicable laws and ordinances, the Board may adopt Rules to permit and regulate short-term rentals. Such Rules may include, but are not limited to: (1) uniform eligibility standards for Dwellings to operate as short-term rentals; (2) operational or registration requirements; and (3) a schedule of fines and penalties specific to short-term rental violations.

9.34.3. Tenants Subject to Governing Documents

Each tenant, as a Resident, shall be subject to and shall comply with all terms of the Governing Documents, regardless of whether such terms are expressly referenced in any rental or lease agreement between the Owner and the tenant. The obligation to comply arises by virtue of the tenant's occupancy and use of the Dwelling within the Project, and not from any contractual provision. Each tenant shall also be responsible for ensuring that their guests and invitees comply with all terms of the Governing Documents, and shall be liable for any violation, damage, or nuisance caused by them.

9.34.4. Joint and Several Liability

The Owner(s) of any long-term or short-term rental, together with their tenants, shall be jointly and severally liable to the Association for: (1) any violation of the Governing Documents committed by, resulting from, or otherwise arising in connection with a tenant or any guest or invitee of a tenant; (2) any act or omission of a tenant or any guest or invitee of a tenant, whether intentional, negligent, or otherwise; (3) any damage to the Common Area or Limited Common Area caused directly or indirectly by a tenant or any guest or invitee of a tenant; and (4) any other claim, loss, cost, expense, damage, or liability of any kind whatsoever (including regulatory fines, attorney fees, and court costs) incurred by or asserted against the Association arising from or related in any way to a tenant or any guest or invitee of a tenant.

9.34.5. Indemnification

The Owner(s) of any long-term or short-term rental shall indemnify, defend, and hold harmless the Association and its Indemnitees from and against any and all actions, claims, damages, losses, liabilities, fines, penalties, court costs, attorney fees, and other expenses of any kind whatsoever arising from or related in any way to such lease or rental, including without limitation any act or omission of any tenant, or of any guest or invitee of a tenant.

10. COMPLIANCE AND ENFORCEMENT

Any violation of the Governing Documents that is permitted to remain within the Project is deemed a nuisance and is subject to abatement by the Association of an Owner in any manner allowed by law.

10.1. Compliance

Each Owner or Resident of a Dwelling shall comply with applicable law, this Declaration, the Bylaws, and any Rules and Resolutions adopted pursuant thereto. Failure to comply therewith shall be grounds for legal action by the Association or an Owner.

10.2. Remedies

Violation of any provision of the Governing Documents, or of any decision of the Association made pursuant to such documents, shall give the Board, acting on behalf of the Association, the right, in addition to any other rights set forth in applicable law or the Governing Documents, to do any or all of the following after giving notice and an opportunity to be heard: (1) levy reasonable fines in accordance with applicable law and the Bylaws; (2) enjoin, abate, or remedy such violation by any appropriate legal proceeding including but not limited to collection, lien, and foreclosure; and (3) bring suit or action against an Owner or Resident on behalf of the Association and/or on behalf

of other Owners to enforce the Governing Documents.

In any legal proceeding or suit or action, the prevailing party shall be entitled to all costs and expenses, including but not limited to reasonable attorney's fees, of such proceeding, suit, or action.

10.3. Time Limit for Claims

Any legal or equitable claim brought by an Owner, Resident, vendor, service provider, or other third party—whether current or former—against any Indemnitee, arising from or relating to any act, error, omission, decision, condition, or circumstance for which the Indemnitee is alleged to be responsible in connection with the management, operation, maintenance, condition, or governance of the Association or the Project, must be commenced within one (1) year after the date the claimant knew or reasonably should have known of the facts giving rise to the claim. This limitation applies regardless of whether the relief sought is monetary or non-monetary, and whether the claim is legal or equitable in nature.

This one-year limitations period shall apply notwithstanding any longer limitations period otherwise provided by statute and is intended to reduce the cost and uncertainty of delayed or stale claims. By accepting or asserting rights under this Declaration—or by interacting with the Association or the Project—each such person or entity knowingly and voluntarily waives any right to bring a covered claim after the expiration of this one-year period.

10.3.1. Exceptions

The limitations period in this Section shall not apply to: (1) any claim brought by the Association itself against an Indemnitee; (2) any claim alleging willful misconduct, gross negligence, or fraud; (3) any enforcement action brought by a governmental or regulatory agency; (4) any claim subject to a shorter limitations period under applicable law; or (5) any claim arising under a written contract with the Association that specifies a different limitations period.

10.3.2. Purpose

This provision is intended to: (6) preserve the availability and affordability of liability insurance for the Association and its volunteers; (7) encourage the timely resolution of disputes; (8) reduce legal uncertainty for current and former Protected Parties; and (9) support efficient and stable governance of the Association.

This Section shall be binding upon all Owners, Residents, vendors, service providers, and any other persons or entities—whether current or former—who are subject to, or who claim rights under, this Declaration, or who assert claims arising from their presence in, or dealings with, the Project or the Association.

10.4. Action by Owners

Subject to any limitations imposed by applicable law or this Declaration, an Owner may bring an action against any Owner(s) or the Association to recover damages or to enjoin, abate, or remedy a violation of the Governing Documents by any appropriate legal proceeding(s).

10.5. Injunctive Relief

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

10.6. Variances

Variances to the provisions contained in this Declaration may be granted by the Board only when strict application would create an unforeseen or unreasonable hardship to an Owner(s); however, such a hardship cannot be self-created, solely economic in nature, or generally present with respect to a majority of Owners, Residents, or Dwellings. The Board cannot grant a variance that has the effect of modifying zoning or building code regulations. The burden of obtaining a variance is entirely on the applicant. The granting of a variance consistent with this provision is within the sole discretion of the Board.

11. ASSESSMENTS

Assessments collected by the Association shall be used for: (1) the operation, administration, management, care, maintenance, repair, preservation, improvement, and protection of the Project; (2) preserving and enhancing the value of the Project; and (3) for carrying out the duties and limited powers of the Association.

Except as otherwise provided in this Declaration, each Dwelling shall be subject to Assessments.

11.1. Regular Assessment

The amount of the Regular Assessment in a given year shall be no less than the total amount of the Budget for that year.

Each Dwelling subject to Assessments shall, in each given year, be assessed an amount based on the Budget for that year that is equal to that of all other Dwellings in the Project.

The Regular Assessment shall be payable to the Association in monthly installments as Association dues.

11.2. Special Assessment

The Board may levy Special Assessments from time to time for the purpose of defraying, in whole or in part, any expenses not reasonably capable of being fully paid from the Regular Assessment or, where appropriate, the Insurance Deductible Fund or Reserve Fund, including expenses related to emergencies, but not for Capital Improvements.

11.3. Individual Assessment

The Board may levy an Individual Assessment against a particular Dwelling, Owner, and/or Resident for: (1) damage to the Project caused by the Owner or Resident, or a member of their household or guest, or that otherwise causes the Association to incur any expense for maintenance, repairs, or enforcement action; or (2) any services reasonably provided to, or any reasonable expenses incurred in relation to, the Dwelling due to an Owner's or Resident's failure to maintain the Dwelling, including to make emergency repairs to protect other Dwellings, Owners, Residents, Common Area, or Limited Common Area. Such amount shall be determined by the cost of such damage, maintenance, repairs, enforcement action, services provided, or expenses incurred and shall include all overhead and administrative costs, reasonable attorney fees, and any other related costs.

An Individual Assessment may be levied prior to work being performed in the amount of a reasonable estimate of such work. Any amounts expended in excess of the estimate shall also be assessed.

11.4. Capital Assessment

The Board may, as a Capital Assessment component of the Regular Assessment or otherwise, levy a Capital Assessment upon obtaining the assenting vote of at least sixty-seven percent (67%) of the membership in the Association.

Each Capital Assessment shall be allocated to a particular Capital Improvement prior to being submitted for membership approval and shall remain allocated to that same Capital Improvement after approval. Any balance remaining after completion or cancellation of the Capital Improvement shall be refunded to the membership in the same proportion it was assessed.

11.5. Reserve Assessment

As required by Utah Code § 57-8a-211, the Association shall, in each fiscal year, levy a Reserve Assessment as a component of the Regular Assessment. The amount levied shall be sufficient to fund the Reserve Fund at a level of 100%, including inflation adjustments, as established by the most recently performed reserve study.

11.6. Reinvestment Fee Covenant

With respect to each and every conveyance of a Dwelling to a new Owner, including the first conveyance to the first owner of the Dwelling, a fee in the maximum amount allowed by law as it may change from time to time, currently one-half percent (0.5%) of the value of the Dwelling, (the "Reinvestment Fee") shall be paid to the Association.

The Reinvestment Fee shall be paid by the buyer of the Dwelling unless otherwise agreed in writing by the buyer and the seller, and shall be in addition to any pro rata share of assessments due and adjusted at settlement.

The existence of this covenant (the "Reinvestment Fee Covenant") precludes the imposition of an additional reinvestment fee covenant on the burdened property. The purpose of the amount required to be paid under this covenant is to facilitate the maintenance of common areas and facilities, and is required to benefit the Project.

To the fullest extent practicable, the Reinvestment Fee shall be collected at the closing of the purchase/sale transaction by a title company, escrow company, or other person involved with the transaction, and paid directly to the Association.

Funds obtained from payment of all Reinvestment Fees shall be allocated solely to the Reserve Fund.

The obligation to pay the Reinvestment Fee shall be a joint and several personal and continuing obligation of the seller and buyer regardless of whether the buyer acquired title by regular conveyance or pursuant to a foreclosure sale (judicial, non-judicial, or otherwise). Notwithstanding, conveyance of a Dwelling by inheritance, probate, or the like, or from an Owner to a trust or similar structure of which the Owner is directly or indirectly a beneficiary, including a living trust, shall not be subject to the Reinvestment Fee.

11.7. Other Fees

In addition to any other fees provided for herein, the Association shall be entitled to charge the following fees.

11.7.1. Fines

The Association may impose fines against Dwellings, Owners, and/or Residents in accordance with Utah Code § 57-8a-208 and other applicable law, and as provided in the Bylaws.

11.7.2. Closing Fee

The Association may charge a fee in an amount not to exceed \$50 (fifty US Dollars) for providing Association payoff information needed in connection with the financing, refinancing, or closing of a Dwelling as provided in Utah Code § 57-8a-106.

11.7.3. Setup Fee

The Association may charge a setup fee in an amount not to exceed \$250 (two hundred and fifty US Dollars) for setting up a new Member, Resident, or other party with the Association.

11.7.4. Late Payment Fee

The Association may charge a late payment fee in an amount of \$25 (twenty-five US Dollars) or 10% (ten percent), whichever is greater, on any delinquent amount owed to the Association.

11.7.5. Attorney Fees

In addition to any other rights under this Declaration, the Association shall be entitled to recover all reasonable attorney fees, administrative costs, and related expenses—including fees charged by collection agencies or other third-party vendors engaged by the Association to assist with enforcement or recovery—from any Owner, Resident, or other party. Recoverable expenses include, without limitation, amounts incurred in connection with: (1) enforcing or interpreting the Governing Documents; (2) collecting unpaid Assessments or other delinquent amounts, whether directly or through third parties; (3) initiating, prosecuting, or defending any legal, equitable, or administrative action—including litigation, arbitration, or mediation—arising from or relating to the Project, the Association, its operations, or its Members; (4) obtaining legal advice related to compliance, governance, enforcement, or disputes; (5) monitoring or participating in bankruptcy proceedings involving any Owner or other affected party; (6) preparing, recording, foreclosing, or enforcing a lien against a Dwelling; or (7) taking any other action reasonably necessary to protect the legal interests of the Association or to enforce its rights under law or this Declaration.

All such attorney fees, administrative costs, and related expenses shall constitute an Individual Assessment levied against the applicable Dwelling, Owner, and/or Resident, and shall be enforceable as a lien and collectible in the same manner as unpaid Assessments under this Declaration. Such amounts shall be due upon written demand.

For purposes of this Section, attorney fees and costs incurred by the Association include amounts paid directly by the Association and amounts paid or advanced on the Association's behalf by any insurer under a policy of insurance providing a defense or indemnity.

In addition, if any action is commenced between or among any parties relating to the Association, the Project, or the Governing Documents—including litigation, arbitration, or mediation—the prevailing party shall be entitled to recover its reasonable attorney fees and costs, including court costs, witness fees, and related expenses, from the non-prevailing party. In any action where no party prevails entirely, the court, arbitrator, or mediator may allocate fees and costs equitably based on relative success or failure.

Nothing in this Section shall obligate any party to reimburse attorney fees or costs incurred as a result of the bad faith, willful misconduct, or frivolous conduct of the Association or its agents.

11.7.6. Board-Established Fees

The Board may establish other reasonable and generally applicable fees using the rulemaking procedures provided in the Bylaws. Notwithstanding the foregoing, any such fee that is inconsistent with applicable law or the Governing Documents shall be void and unenforceable.

11.7.7. Interest

Interest shall accrue to the Association at a rate of 18% (eighteen percent) on all delinquent amounts due.

11.8. No Offsets

All assessments and fees shall be payable at the time and in the amount specified by the Association, and no offsets against such amounts by Owners and Residents shall be permitted for any reason, including but not limited to claims that the Board is not properly exercising its duties and power, claims in the nature of offset or that the Association owes the Owner or Resident money, or claims that the Association is not complying with its obligations as provided for in the Governing Documents.

11.9. Statement of Unpaid Assessments

Upon an Owner's written request accompanied by payment of a fee in the amount of \$10 (ten US Dollars), the Association shall within ten (10) days of such request and payment issue a written statement indicating any unpaid assessments or other amounts due and payable by the Owner as provided in Utah Code § 57-8a-206. Once issued, each such written statement shall be binding upon all other Owners, the Manager, and the Board in favor of any person who relies in good faith on the written statement.

11.10. Due Dates and Collection

11.10.1. Assessments and Fees

The monthly installments of the Regular Assessment (i.e., dues) shall be due and payable in full by the first (1st) day of each month for that month.

All other assessments, fees, and other amounts due shall be due and payable in full within thirty (30) days of the dates levied, imposed, or otherwise charged.

For purposes of the Act, all fees and other amounts due, including fines, accrued interest, administrative fees, and attorney fees and costs, shall be considered an Individual Assessment or other "assessment" as that term is used in the Act.

11.10.2. Delinquency

Any assessment, fee, or other amounts due that are not paid in full by their due dates shall be considered delinquent.

11.10.3. Partial Payment

Partial payments shall be credited first to collection costs (including attorney fees), then to interest, then to late fees, then to the oldest assessments owed, and then the most recent assessments owed.

11.10.4. Collection

The Association may engage one or more agents to perform collection and other related tasks, and may disclose to its agents any personal information of Owners, Residents, and other parties reasonably necessary to perform such collection and other related tasks, even if such information is

otherwise protected or considered private.

Amounts owed by any party under this Declaration or any other of the Governing Documents, including any assessments, fees, and interest accrued, that are delinquent for more than sixty (60) days may be submitted for collection. The owing party(s) shall pay all delinquent amounts owed together with any and all related costs, fees, and interest allowed by law and provided for in the Governing Documents. Should collection be performed by a third-party agent, the owing party(s) hereby covenants and agrees to pay all related collection costs and fees, including a fee in the amount of the maximum percentage allowed by law of the total delinquent amounts as well as all legal and other fees and costs related to their collection, with or without suit, including administrative fees, attorney fees, court costs, filing fees, and all other costs and fees related to the delinquent amounts and their collection. This provision shall remain in force against all parties owing any amount to the Association both during and after membership or residency therein.

11.10.5. Joint and Several Liability

All Owners of a Dwelling shall be jointly and severally liable for all amounts owed to the Association in relation to the Dwelling or any of its Owners. Should a non-Owner Resident of a Dwelling owe any amounts to the Association, the Resident and all Owners of the Dwelling shall be jointly and severally liable for all such amounts.

11.10.6. Lien

The Association has a lien on each Dwelling as provided in Utah Code § 57-8a-301 for all assessments and for all fees, charges, and costs associated with collecting an unpaid assessment, including court costs and reasonable attorney fees, late fees, interest, and any other amount the Association is entitled to recover as provided for herein or as provided for in an administrative or judicial decision.

WITH RESPECT TO ANY LIEN IN EXISTENCE NOW OR IN THE FUTURE, EACH OWNER OF A DWELLING HEREBY WAIVES THE BENEFITS OF ANY HOMESTEAD LAWS OR EXEMPTION LAWS, INCLUDING THOSE OF THE STATE OF UTAH, NOW IN EFFECT OR AS THEY MAY COME INTO EFFECT FROM TIME-TO-TIME HEREAFTER.

The Association may, but need not, record a notice of lien against a Dwelling.

11.10.7. Foreclosure

The Association shall have all rights and powers of foreclosure granted by the Act and other applicable law, both judicially and non-judicially. Pursuant to Utah Code §§ 57-1-20 and 57-8a-302, an Owner's acceptance of an interest in a Dwelling constitutes a simultaneous conveyance of the Dwelling in trust, with power of sale, to the Association's attorney of record, as trustee, for the benefit of the Association, for the purpose of securing payment of Assessments under the terms of this Declaration. The Association may appoint a qualified successor trustee from time to time by executing and recording a substitution of trustee form.

In addition to any other action taken, the Association may commence foreclosure proceedings, judicial or non-judicial, at any time after an amount owed to it has been delinquent for at least one hundred and twenty (120) days.

By taking a security interest in a Dwelling governed by this Declaration, lenders cannot make any claim against the Association for nonpayment of taxes, assessments, or other costs and fees

associated with the Dwelling if the Association takes title to the Dwelling in relation to any failure to pay assessments.

11.10.8. Payment by Tenant

Pursuant to Utah Code § 57-8a-211, the Association shall have a right to demand and collect rent from any tenant under a lease or similar agreement with an Owner of a Dwelling for any delinquent Assessment owed by the Owner to the Association that is more than sixty (60) days past due. Each tenant, by moving into the Project, agrees to be personally liable and responsible to the Association for all rent payments after the Association gives proper notice that rent payments shall be paid to the Association.

The Association may charge the delinquent Owner an administrative fee in an amount not to exceed \$25 (twenty-five US Dollars) for processing each tenant rent payment under this provision.

11.10.9. Other Remedies

All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against an Owner or other obligee personally. Any trustee's fees, attorney fees, court costs, administrative costs, expenses of sale, interest, and other costs incurred in these efforts shall also be assessed against the Owner(s), their Dwellings(s), and/or other obligees jointly and severally.

12. BUDGET, DUES, AND FUNDS

12.1. Budget Adoption

The Board shall prepare and adopt a Budget no later than thirty (30) days prior to the beginning of each fiscal year.

The Budget shall be provided to the Owners immediately after its adoption by the Board.

12.2. Budget Composition

The Budget shall, for a given fiscal year, include the sum of the estimated annual income of the Association, and shall also include the sum of the estimated annual expenses of the Association.

The Budget shall include line items for at least the following components:

12.2.1. Dues Income

This budget line item represents the Association's total estimated annual dues income from payments of Regular Assessment installments.

12.2.2. Reinvestment Fee Income

This budget line item represents the Association's total estimated annual reinvestment fee income from reinvestment fees collected.

12.2.3. Miscellaneous Income

This budget line item represents the Association's total estimated annual miscellaneous income for interest, fines, fees, and other reasonably-expected income collected by the Association.

12.2.4. Insurance Expenses

This budget line item represents the Association's total estimated annual insurance expenses for insurance premiums of the Association.

12.2.5. Common Expenses

This budget line item represents the Association's total estimated annual expenses for the Common Expenses of the Association.

12.2.6. Reserve Component

This budget line item represents the total annual reserve component that the Association is obligated to deposit in the Reserve Fund.

12.2.7. Additional Line Items

The Association may include additional line items in its Budget as needed.

12.3. Dues Calculation

The monthly dues for each Dwelling shall be calculated by: (1) dividing the total estimated annual expenses of the Association, as reflected in the approved Budget, by the total number of Dwellings within the Project; and (2) dividing the result by twelve (12) to determine the monthly amount due for each Dwelling.

12.4. Capital Fund

The Board may create one or more bank accounts in which to deposit Capital Funds. Each Capital Fund, whether deposited in its own account or held with other Capital Funds, shall be accounted in its entirety to the Capital Improvement for which it was approved.

12.5. Insurance Deductible Fund

The Board shall establish and maintain an Insurance Deductible Fund in an amount equal to the Association's property insurance policy deductible or, if the deductible exceeds \$10,000, an amount not less than \$10,000, as required by Utah Code § 57-8a-405(8). This fund may be held in a separate account or commingled with other Association funds provided it is properly accounted for as a designated line item. The Insurance Deductible Fund shall be used exclusively to pay deductible obligations arising from covered property losses under the Association's insurance policy. Any amounts expended from this fund shall be replenished within sixty (60) days using available operating funds, a Special Assessment, and/or transfers from the Reserve Fund, subject to applicable law.

12.6. Reserve Fund

The Board shall establish and maintain one or more Reserve Funds in accordance with Utah Code § 57-8a-211. Each Reserve Fund shall be held in an account separate from all other Association funds, as required by Utah Code § 57-8a-211(9)(b).

Each Reserve Fund shall be used exclusively for the repair, replacement, or restoration of Common Areas and Common Facilities that: (1) have a useful life of three (3) years or more; and (2) have a remaining useful life of less than thirty (30) years, as provided in the Act. Reserve Funds may not be used for operating expenses, ordinary maintenance, or Capital Improvements, except as expressly permitted by law.

13. RESERVE STUDY

The Board shall cause a Reserve Study to be conducted at least once every six (6) years and updated at least once every three (3) years, in accordance with Utah Code § 57-8a-211. Each Reserve Study and update shall be prepared by a qualified individual or firm with demonstrated expertise in reserve analyses for community associations.

Following each Reserve Study or update, the Board shall review the findings and ensure that the Reserve Fund is funded at a level equal to one hundred percent (100%) of the funding recommendation stated in the most recent Reserve Study.

The Board shall use the Reserve Study to inform the Association's annual budget and shall make timely Reserve Fund contributions to achieve and maintain the required funding level in a fiscally responsible manner.

14. INSURANCE

14.1. Insurance Requirement

NOTICE: THE ASSOCIATION'S INSURANCE DOES NOT COVER THE PERSONAL PROPERTY OR PERSONAL LIABILITY OF OWNERS, RESIDENTS, OR THEIR GUESTS AND INVITEES.

IN THE EVENT OF A COVERED LOSS, EACH OWNER IS PERSONALLY RESPONSIBLE FOR THE ASSOCIATION'S INSURANCE POLICY DEDUCTIBLE, EVEN IF THE DAMAGE ORIGINATES OUTSIDE THE OWNER'S DWELLING. THIS RESPONSIBILITY IS ESTABLISHED BY LAW—NOT BY CONTRACT—PURSUANT TO UTAH CODE § 57-8a-405(6)(b)(i).

THE ASSOCIATION'S PROPERTY INSURANCE MAY ALSO EXCLUDE COVERAGE FOR CERTAIN INTERIOR FIXTURES, IMPROVEMENTS, OR BETTERMENTS WITHIN THE DWELLING.

ACCORDINGLY, EACH OWNER IS REQUIRED TO MAINTAIN INDIVIDUAL PROPERTY INSURANCE COVERAGE—COMMONLY KNOWN AS AN HO-6 POLICY—AND SHOULD CONSULT A QUALIFIED INSURANCE AGENT TO ENSURE ADEQUATE COVERAGE. THE ASSOCIATION SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR EXPENSE RESULTING FROM AN OWNER'S FAILURE TO MAINTAIN SUCH COVERAGE, INCLUDING GAPS IN COVERAGE, DEDUCTIBLES, OR UNINSURED COSTS.

The Association shall obtain and maintain insurance as required by this Declaration and the Act, and may, in its discretion, obtain additional or more comprehensive coverage than is legally required. Nothing herein shall obligate the Association to obtain coverage beyond what is required by law or this Declaration.

For purposes of the Act, the term "Attached Unit" as used in this Declaration shall be deemed synonymous with "attached dwelling" as that term is used in the Act.

The Association may also obtain such additional insurance coverage as the Board reasonably deems necessary or advisable to protect the Association, the Common Area, the Indemnitees, or the Members, including but not limited to coverage for insurable risks not otherwise required under this

Declaration or the Act.

14.2. Property Insurance

14.2.1. Mandatory Coverage

The Association shall obtain and maintain a blanket property insurance policy covering all Common Areas, Limited Common Areas, and Attached Units. The policy shall insure against loss or damage caused by fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, theft, and all other perils typically included under “special form” property coverage.

Each property insurance policy shall include, to the extent available and commercially reasonable: (1) a Guaranteed Replacement Cost Endorsement—under which the insurer agrees to replace the insured property regardless of cost—or a Replacement Cost Endorsement—under which the insurer agrees to pay up to 100% of the property’s replacement cost; (2) if the policy contains a coinsurance clause, an Agreed Amount Endorsement waiving or eliminating the coinsurance requirement; (3) an Inflation Guard Endorsement; (4) a Building Ordinance or Law Endorsement, covering demolition costs, contingent liability from code enforcement, and increased reconstruction costs; and (5) if the property includes central heating, cooling, or similar mechanical systems, an Equipment Breakdown Endorsement providing per-accident insurer liability of the lesser of \$1,000,000 or the full insurable value of the affected building.

14.2.2. Coverage Limits

The coverage limits under each property policy shall be not less than one hundred percent (100%) of the full insurable replacement cost of the covered property, including Attached Units, as determined in accordance with generally accepted insurance industry standards at the time of policy issuance and at each renewal.

14.2.3. Building Deductible

In the event of a covered loss involving one or more Attached Units, the applicable property insurance deductible shall not be less than \$10,000 (ten thousand U.S. Dollars) per occurrence, unless the Board determines—based on a written, good-faith analysis recorded in the minutes—that a lower amount is commercially appropriate in light of premium cost, available coverage, and material, Project-specific risk factors. The deductible for such losses shall be allocated among the affected Owners in accordance with the provisions of this Declaration and the applicable provisions of Part 4 of the Act – Insurance.

14.2.4. Common Area Deductible

In the event of a covered loss involving only Common Area or Limited Common Area, the applicable deductible should not exceed \$1,000 (one thousand U.S. Dollars), in order to preserve meaningful coverage for lower-value elements such as perimeter fencing, signage, or similar infrastructure. However, the Board may approve a higher deductible if it reasonably determines that maintaining a unified deductible across all covered property provides significantly greater cost-efficiency, administrative simplicity, or improved availability of insurance coverage.

14.2.5. Owner Responsibility for Deductible

If a loss occurs that is covered by both a property insurance policy in the name of the Association and a property insurance policy in the name of an Owner, the Association’s policy shall provide primary coverage.

Notwithstanding the foregoing and in accordance with Utah Code § 57-8a-405(6)(b), each Owner shall be personally responsible for the amount of the Association's policy deductible, even if the loss originates outside the Owner's Dwelling. The Owner's individual property insurance policy (if any) may provide coverage for the deductible portion of the loss.

If a Covered Loss occurs—meaning a loss, resulting from a single event or occurrence, that is covered under the Association's property insurance policy—each Owner who suffers damage to any combination of (1) the Owner's Dwelling, or (2) any Limited Common Area appurtenant to the Dwelling (collectively, "Dwelling Damage") shall be responsible for a portion of the Association's deductible. That portion shall be calculated by multiplying the total deductible amount by the percentage of total damage attributable to the Owner's Dwelling Damage, as compared to the overall damage from the Covered Loss (the "Dwelling Damage Percentage").

If the Owner fails to pay the deductible amount for which they are responsible within thirty (30) days after substantial completion of repairs to the Dwelling or Limited Common Area, the Association may levy an Individual Assessment against the Owner for that amount.

14.2.6. Claims under Deductible Amount

If the Board, acting in accordance with the business judgment rule, determines that a property damage claim is unlikely to exceed the amount of the Association's insurance deductible: (1) the Owner's individual property insurance policy shall be deemed the primary coverage for the loss, up to the amount of the Association's deductible; (2) if the Owner does not maintain property insurance sufficient to cover the deductible amount, the Owner shall be personally responsible for the full cost of the loss, up to the amount of the Association's deductible; and (3) the Association shall have no obligation to tender the claim to the Association's property insurer or to initiate a claim under the Association's policy.

14.2.7. Deductible Notice

The Association shall provide fair and reasonable notice pursuant to Utah Code § 57-8a-214 to all Members of each Owner's responsibility for the Association's property insurance deductible and of any change to the amount of that deductible.

If the Association fails to provide notice of the initial deductible, it shall be solely responsible for the full deductible amount in the event of a covered loss. If the Association fails to provide timely notice of an increase to the deductible amount, it shall be responsible for the portion of the deductible equal to the amount of the increase.

Failure to provide notice as required herein shall not invalidate any provision of this Declaration.

14.3. Earthquake Insurance

14.3.1. Optional Coverage

The Association may obtain and maintain earthquake insurance coverage if, and to the extent, the Board determines such coverage to be prudent and in the best interests of the Association, taking into account factors such as cost, availability, and the level of seismic risk.

14.4. Flood Insurance

14.4.1. Potential Mandatory Coverage

If any portion of the Project lies within a FEMA-designated Special Flood Hazard Area (SFHA) or if otherwise required under applicable federal mortgage lending guidelines, the Association shall

obtain and maintain flood insurance. In addition, the Board may obtain and maintain flood insurance if, in its reasonable judgment, such coverage is warranted based on local flood risk, historical flooding patterns, infrastructure vulnerability, or lender or governmental requirements.

14.4.2. Coverage Limits

To the extent available, flood insurance shall provide limits of not less than the full replacement cost of the insured building(s), as determined using generally accepted insurance industry standards.

14.4.3. Deductible

The deductible applicable to any insured building shall not exceed \$5,000 (five thousand U.S. Dollars) per building, unless the Board determines—based on a written, good-faith analysis recorded in the minutes—that a higher amount is commercially reasonable in light of premium cost, available coverage, and site-specific risk exposure.

14.5. Liability Insurance

14.5.1. Mandatory Coverage

The Association shall obtain and maintain in force a policy of comprehensive general liability (CGL) insurance insuring the Indemnitees, as well as all Owners in their capacity as Members of the Association. The policy shall provide coverage against liability arising from: (1) the ownership, use, or maintenance of the Common Area; (2) activities or operations conducted by or on behalf of the Association within or affecting the Project; and (3) the performance of the Association's duties under this Declaration or applicable law.

The policy shall include a Severability of Interest Endorsement (also known as a Separation of Insureds clause), or an equivalent provision, ensuring that coverage applies separately to each insured and is not voided due to the negligent act or omission of another insured.

14.5.2. Coverage Limits

The policy shall provide limits of not less than \$2,000,000 (two million U.S. Dollars) per occurrence for bodily injury, death, or property damage.

14.5.3. Deductible

The deductible (also referred to in some policies as a retention or self-insured retention) shall not exceed \$1,000 (one thousand U.S. Dollars) per occurrence, unless the Board determines—based on a written, good-faith analysis recorded in the minutes—that a higher amount is commercially reasonable in light of premium cost, available policy options, and Project-specific risk factors.

14.6. Directors and Officers Insurance

14.6.1. Mandatory Coverage

The Association shall obtain and maintain Directors and Officers (D&O) liability insurance that protects the Association and its Board members, officers, committee members, volunteers, employees, and any managers and their employees against claims arising from alleged governance-related acts, errors, or omissions. To the extent available and insurable, such coverage shall include: (1) wrongful acts, errors, or omissions in the performance of official duties; (2) mismanagement, negligence, or breach of fiduciary duty; (3) failure to maintain adequate reserves or to comply with statutory reserve funding requirements; (4) failure to enforce the Governing Documents or to comply with applicable law; (5) failure to maintain required records, minutes, disclosures, or financial reporting; (6) breach of contract, to the extent permitted by law and insurable under applicable

policy terms; (7) claims for monetary or non-monetary relief, including injunctive or declaratory remedies; (8) claims brought under fair housing, anti-discrimination, or civil rights laws; (9) defamation, libel, slander, or similar reputational harm; (10) third-party claims brought by vendors, governmental entities, or other non-Member parties; (11) defense costs paid outside policy limits; and (12) actions or omissions of committee members acting within the scope of their delegated authority.

14.6.2. Coverage Limits

The policy shall provide limits of not less than \$2,000,000 (two million U.S. Dollars) per claim.

14.6.3. Deductible

The policy shall include a deductible not to exceed \$1,000 (one thousand U.S. Dollars) per claim, unless the Board determines—based on a written, good-faith analysis recorded in the minutes—that a higher amount is commercially reasonable in light of premium cost, available coverage options, and relevant risk factors.

14.6.4. Tail Coverage

The Association shall use commercially reasonable efforts to obtain D&O insurance that includes a minimum of one (1) year of tail coverage following policy expiration or cancellation, to protect against post-termination claims arising from acts occurring during the policy term.

14.7. Fidelity Insurance

14.7.1. Mandatory Coverage

The Association shall obtain and maintain in force a fidelity insurance policy or bond (also referred to as crime coverage or employee dishonesty insurance) that insures against theft, fraud, or embezzlement of Association funds. The policy shall cover dishonest acts committed by any individual handling or with access to Association funds, including but not limited to the Indemnites.

To the extent commercially available, such policy shall include: (1) coverage for computer fraud, forgery, and funds transfer fraud; (2) a minimum of thirty (30) days' written notice to the Association prior to cancellation or non-renewal; and (3) designation of the Association as the named insured.

14.7.2. Coverage Limits

The policy shall provide limits in an amount not less than the greater of: (1) the highest combined balance of all Association operating and reserve accounts at any point during the preceding calendar year; or (2) an amount equal to three (3) months of total regular assessments on all Units, based on the most recently approved annual budget in effect at the time the policy is procured or renewed.

14.7.3. Deductible

The deductible shall not exceed \$1,000 (one thousand U.S. Dollars) per occurrence, unless the Board determines—based on a good-faith written analysis recorded in the meeting minutes—that a higher amount is commercially reasonable based on premium cost, policy availability, and the Association's financial risk tolerance.

14.8. Workers' Compensation Insurance

14.8.1. Potential Mandatory Coverage

The Association shall obtain and maintain workers' compensation insurance to the extent required by law, including coverage for any person classified as an employee of the Association for workers' compensation purposes.

If such coverage is required, the policy shall also include employer's liability insurance in at least the minimum amount required by law, or such higher amount as the Board determines is commercially reasonable based on premium cost and risk exposure.

14.9. Right to Negotiate

Each Owner hereby appoints the Association as their true and lawful attorney-in-fact for purposes related to any insurance maintained by the Association. This includes, without limitation: (1) submitting, adjusting, and settling claims; (2) collecting and endorsing proceeds; (3) executing releases, proofs of loss, or other required documents; and (4) taking any other action the Board deems reasonably necessary to administer insurance coverage and claims relating to the Project.

This power of attorney is coupled with an interest, is irrevocable, and shall be binding upon each Owner and their heirs, personal representatives, successors, and assigns.

14.10. Mandatory Homeowners Insurance Coverage

EACH OWNER SHALL, AT THEIR OWN EXPENSE, OBTAIN AND MAINTAIN IN FORCE PROPERTY AND LIABILITY INSURANCE COVERING THEIR DWELLING AND ANY ATTACHED OR APPURTENANT IMPROVEMENTS. SUCH INSURANCE SHALL: (1) INCLUDE COVERAGE FOR CASUALTY LOSS, FIRE, AND GENERAL LIABILITY; (2) BE MAINTAINED IN AN AMOUNT REASONABLY SUFFICIENT TO REPAIR OR REPLACE THE DWELLING AND IMPROVEMENTS, AS RECOMMENDED BY THE OWNER'S INSURANCE PROVIDER; AND (3) IN NO EVENT PROVIDE LESS COVERAGE THAN THE GREATER OF: (A) THE CURRENT DEDUCTIBLE UNDER THE ASSOCIATION'S PROPERTY INSURANCE POLICY; OR (B) ANY MINIMUM AMOUNT REQUIRED BY APPLICABLE LAW OR THIS DECLARATION.

THE ASSOCIATION IS NOT OBLIGATED TO INSURE ANY PORTION OF A DWELLING OR TO SUBMIT CLAIMS FOR ANY LOSS, DAMAGE, OR LIABILITY THAT IS—OR SHOULD HAVE BEEN—COVERED UNDER AN OWNER'S INDIVIDUAL POLICY. EACH OWNER SHALL BE RESPONSIBLE FOR THE ASSOCIATION'S PROPERTY INSURANCE DEDUCTIBLE ATTRIBUTABLE TO DAMAGE TO THEIR LOT, AS PROVIDED IN UTAH CODE § 57-8A-405(7), UNLESS OTHERWISE COVERED UNDER THE OWNER'S POLICY.

THE FAILURE OF ANY OWNER TO MAINTAIN THE REQUIRED INSURANCE SHALL NOT IMPOSE LIABILITY ON THE ASSOCIATION BUT MAY SUBJECT THE OWNER TO ENFORCEMENT ACTION, INCLUDING COMPLIANCE DEMANDS, FINES, OR OTHER LAWFUL REMEDIES.

UPON WRITTEN REQUEST BY THE ASSOCIATION, EACH OWNER SHALL PROVIDE SATISFACTORY EVIDENCE OF THE INSURANCE REQUIRED UNDER THIS SECTION, INCLUDING APPLICABLE POLICY LIMITS, EFFECTIVE DATES, AND DEDUCTIBLE AMOUNTS.

15. DECLARANT RIGHTS

The Declarant may delegate or assign any or all of its rights.

15.1. Declarant Control Period

Except as otherwise provided in this Declaration, the Control Period shall continue until the earliest of the following events occurs: (1) five (5) years after the date of conveyance of the last Lot to an occupying Owner; or (2) the date on which the Declarant, after giving written notice to the Members, records an instrument voluntarily surrendering all rights to control the activities of the Association in accordance with Utah Code § 57-8a-502, thus terminating the Control Period as of the date such notice is duly recorded in the recorder's office of the County.

For clarity, the Control Period as defined in this Declaration includes and satisfies the "period of administrative control" as defined in Utah Code § 57-8a-102(21), as amended. Any reference in the Act to the "period of administrative control" shall be deemed to refer to and include the Control Period as described herein.

Notwithstanding anything to the contrary in this Declaration, the Articles of Incorporation, or the Bylaws, the following provisions shall govern during the Control Period:

15.1.1. Declarant Exercise of Association Powers

The Declarant shall have the exclusive authority to exercise any power or authority otherwise assigned to the Association under applicable law, this Declaration, or the other Governing Documents, including powers typically exercised by the Board or by vote of the Members. The Declarant may act directly in lieu of the Association or the Board and is not required to delegate or assign any such power to others.

This allocation of authority is authorized by Utah Code § 16-6a-801(2)(b), which permits a nonprofit corporation's articles to authorize one or more persons to exercise powers otherwise exercised by its board of directors, and by Utah Code § 57-8a-102(21), which recognizes that during the period of administrative control, the Declarant may exercise powers assigned to the Association under its governing documents. The Declarant's authority under this Section shall be deemed to satisfy both statutes for the duration of the Control Period.

15.1.2. Declarant Voting Rights

The Declarant shall hold one hundred percent (100%) of the Association's voting interests, regardless of the number of Class A Members or Units sold.

15.1.3. Declarant Control of the Board

The Declarant shall have sole authority to appoint, remove, or modify the number, qualifications, terms, and powers of Board members, if any. The Declarant or the Declarant-appointed Board may exercise all powers and duties of the Board without calling or holding Board meetings.

15.1.4. No Officers

Any requirements relating to Officers shall not apply during the Control Period. Officers, if any, and their titles, powers, and duties shall be determined exclusively by the Declarant.

15.1.5. No Board Meetings

No Board meetings shall be required. If any are held, they may be called and conducted solely at the discretion of the Declarant or any Declarant-appointed Board, subject at all times to the Declarant's overriding authority.

15.1.6. No Meetings of Members

No annual, special, or other meetings of Members shall be required or held during the Control Period, unless the Declarant chooses to call such a meeting. The Declarant may take any action on behalf of the Association without a Member meeting. Any Board appointed by the Declarant shall likewise have full authority to act on behalf of the Association without a Member meeting, and no action of the Declarant or the Declarant-appointed Board shall require Member approval during the Control Period.

15.1.7. No Action by Written Ballot

Members shall not conduct business by written ballot, except as expressly permitted by the Declarant, who may facilitate such action in its sole discretion.

15.1.8. No Notice

The Declarant and any Declarant-appointed Board shall be exempt from all notice requirements under the Governing Documents to the fullest extent permitted by law.

15.1.9. Rules Determined by Declarant

Only the Declarant or Declarant-appointed Board may adopt, amend, suspend, or enforce Rules during the Control Period. The Declarant is expressly exempt from all Rules and from the rulemaking procedures in the Governing Documents.

15.1.10. Architectural Control

The Declarant shall not be subject to any architectural control provisions or requirements set forth in the Governing Documents.

15.1.11. Use Limitations ~~&~~ and Restrictions

The Declarant shall not be subject to any use restrictions, limitations, or similar provisions in the Governing Documents.

15.1.12. Amendment by Declarant

The Declarant shall have exclusive authority to amend, restate, or record this Declaration or any other Governing Document. Such amendments may be made unilaterally and without notice or Member approval.

15.1.13. Supremacy During Control Period

In the event of any ambiguity, inconsistency, or conflict between this Article and any other provision of this Declaration, the Articles of Incorporation, the Bylaws, or any other Governing Document, this Article shall govern and control during the Control Period to the fullest extent permitted by law.

Any provision of the Governing Documents that is subject to interpretation during the Control Period shall be construed in favor of the Declarant's rights, authority, and discretion, and no provision shall be deemed to limit or restrict the Declarant's powers unless expressly and unequivocally stated.

16. PROCEDURAL IRREGULARITIES

16.1. Waiver of Procedural Irregularities

No Person other than an Owner may make any claim or the like against the Association in relation to procedural irregularities or inaccuracies. All procedural inaccuracies and irregularities, and any claims, causes of action, or damages of any kind related thereto, in: (1) calls to, notices of, or the manner of conducting a meeting; (2) the manner of voting; (3) the form and handling of proxies; (4) the manner of asserting Persons present at a meeting; (5) the manner of taking action or making decisions; (6) the manner of accepting or counting votes; (7) the manner of taking Minutes or the content thereof; and (8) the manner of enforcing the Governing Documents, **SHALL BE DEEMED WAIVED UNDER THE FOLLOWING CIRCUMSTANCES:** (a) if the objecting Owner did not object within thirty (30) days of an enforcement action being taken; (b) if the objecting Owner was in attendance at a meeting, but the issue upon which the objection is based was perceptible and no objection was made at that time; (c) if the objecting Owner was not in attendance at a meeting but proper notice of it was given; (d) if the objecting Owner was not in attendance at a meeting and proper notice was not given, but the Owner had actual notice of the meeting before it occurred; (e) if the objecting Owner was not in attendance at a meeting, notice was not given, the Owner did not have actual notice beforehand, and the Owner did not object within thirty (30) days of receiving notice of the meeting, decision, action, or vote taken; and (f) if a decision, vote, or action was taken without a meeting, but the Owner did not object within thirty (30) days of receiving notice of it.

Further, an Owner's presence at any Association meeting shall constitute a waiver of: (i) all notice requirements related to that meeting; (ii) any objections to the procedures by which the meeting was conducted; (iii) any objections to the methods or manner of voting; and (iv) any objections to decisions made therein, provided that a quorum was present and the decisions followed the stated agenda. An Owner's attendance shall also waive any objection to items discussed or voted upon that were not specifically included in the agenda, provided the Owner did not object when the item was raised.

16.2. Objections to Irregularities

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

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

Any purported objection to procedural irregularities or inaccuracies that does not comply with the foregoing requirements shall not be considered a valid objection.

16.3. Non-Waivable Irregularities

Any procedural irregularity or inaccuracy resulting from fraud or knowingly and intentionally committed in violation the Governing Documents or applicable law shall not be waived.

17. ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION

For purposes of this Article, the term “Common Area” as used in the context of “use of the Common Area” shall also mean “Limited Common Area” and any other property owned or managed by the Association that is made available in any manner to any Person.

17.1. General Assumption of Risk

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

17.2. Health Assumption of Risk

In further consideration of use of the Common Area, **each Person that enters upon or makes use of the Common Area in any way shall be deemed to acknowledge the possible existence of all health hazards, including without limitation those related to viruses, bacteria, fungi, germs, spores, protozoa, pathogens, diseases, bodily fluids, contaminates, and all other health hazards, (the “Health Hazards”)** and to **ACKNOWLEDGE, ACCEPT, AND ASSUME ALL RISK** related to such Health Hazards. Each such Person shall be deemed to understand and acknowledge that the Person may be exposed to such Health Hazards from or while using the Common Area, and that such risks include without limitation temporary and permanent

injury, illness, disability, and death. Each such Person shall be deemed to understand and acknowledge that the risk of becoming exposed to or infected by such Health Hazards from or while using the Common Area may result from the actions, omissions, or negligence of the Person or others, including but not limited to Indemnitees, Owners, Residents, or their family members, guests, or invitees. Each such Person is further deemed to understand and acknowledge that the condition of the Common Area with respect to Health Hazards is not or may not be monitored by the Association or its agents, that the Association does not employ Health Hazard monitors, mitigators, or other staff to protect the Person from Health Hazards, and that the Person is fully and solely responsible for their own proper and careful use of the Common Area with respect to possible Health Hazards.

17.3. Covenants, Conditions, Restrictions, and Rules of the Association

Each Person that enters upon or makes use of the Common Area in any way shall be deemed to understand and acknowledge that the Association makes the Common Area available for authorized use only—that is, for the use and enjoyment of the Owners and Residents, and that entry upon and use of the Common Area is strictly voluntary and not required in any way. Each such Person shall be deemed to understand and acknowledge that the Person has an affirmative obligation to seek out, read, understand, and comply with all covenants, conditions, restrictions, and provisions of the Governing Documents, including Rules, and including as they relate to the Common Area, and that the Person shall be jointly and severally responsible for ensuring that the Person's family, guests, and invitees also abide by all such covenants, conditions, restrictions, provisions, and Rules, and that the Person shall be jointly and severally responsible for the actions and inactions of all such family, guests, and invitees, and for any harm or damage they may cause, directly or indirectly, whether such family, guests, or invitees are the Person's own or those of their family, guests, or invitees. Each such Person is further deemed to certify and covenant that, while upon or using the Common Area, the Person shall obey all instructions given either verbally or in writing by the Association or its agents, and that the Person shall be jointly and severally responsible to ensure that the Person's family, guests, and invitees do likewise.

17.4. Warnings, Rules, and Regulations Regarding Health Hazards

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

17.5. No Responsibility

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

17.6. Release, Waiver of Liability, and Indemnification

In further consideration of use of the Common Area, each Person shall be deemed to FOREVER WAIVE any and all claims and causes of action against the Indemnitees and its insurers (the "Released Parties") arising out of or related in any way to the Person's entry upon or use of the Common Area, and such entry upon or use of the Common Area by any of the Person's family, guests, or invitees. Each such Person is further deemed to FOREVER RELEASE and covenant to HOLD HARMLESS the Released Parties from any and all liability, alleged or otherwise, to the Person or to any of the Person's family, guests, and invitees in relation to any claims or causes of action or the like arising out of or in any way related to the ACTS, OMISSIONS, or NEGLIGENCE of the Indemnitees. Each such Person is further deemed to covenant to INDEMNIFY and DEFEND the Released Parties from and against any and all liabilities, obligations, losses, damages, penalties, actions, claims, suits, judgments, costs, expenses, and disbursements of any kind or nature whatsoever, including but not limited to attorneys' fees, with or without suit, and all related costs, (the "Indemnified Liabilities") caused or alleged to have been caused directly or indirectly to the Person or to any of the Person's family, guests, or invitees by the Indemnitees, or caused or alleged to have been caused directly or indirectly to any of the Released Parties by the Person or any of the Person's family, guests or invitees.

18. INDEMNIFICATION

18.1. Indemnification Generally

Any obligation under this Declaration, the Articles of Incorporation, or the Bylaws for any Person to indemnify, defend, or hold harmless the Association shall be deemed to include an obligation to similarly indemnify, defend, and hold harmless the Indemnitees to the extent such are acting in their respective capacities on behalf of the Association.

This obligation shall apply to the same extent, and be subject to the same limitations, conditions, and procedures, as the indemnification obligations owed to the Association itself.

19. GENERAL

19.1. Principle Place of Business

The principal place of business of the Association shall be the address listed in the Homeowner Associations Registry maintained by the Utah Department of Commerce, as updated from time to time in accordance with applicable law. Unless otherwise specified in this Declaration or required by law, notice to the Association may be delivered to that address.

19.2. Registered Agent for Service of Process

For purposes of service of process, the Association's registered agent is the individual or entity designated in the records of the Utah Division of Corporations and Commercial Code. The registered agent may be changed by filing the appropriate documentation with that office in accordance with applicable law. Notices given under this Declaration shall not constitute service of process and must instead comply with Section 19.3 – Notices.

19.3. Notices

All notices required or permitted under this Declaration shall be provided in accordance with Utah Code § 57-8a-214, as amended. Unless otherwise required by law or specifically stated in the Governing Documents, notice to an Owner may be delivered by: (1) personal delivery to the Owner or their designated representative; (2) U.S. mail, postage prepaid, to the Owner's last known address on file with the Association; or (3) electronic means, including email, provided the Owner has given prior written consent to receive notices electronically in accordance with applicable law.

Notice shall be deemed delivered on the earliest of: (a) actual receipt; (b) three (3) calendar days after deposit in the U.S. mail; or (c) successful electronic transmission, as reasonably documented by the Association.

19.4. Applicability

This Declaration and the other Governing Documents, as lawfully amended from time to time, shall apply to and be binding upon all present and future Owners, Residents, and their respective guests, invitees, service providers, and any other Persons who enter upon the Project or make use of any portion of the Common Area.

Each Owner shall reasonably comply—and shall ensure that their Residents, guests, invitees, and service providers reasonably comply—with the Governing Documents, in accordance with Utah Code § 57-8a-212.5.

Failure to comply shall constitute a violation of the Governing Documents and may result in enforcement action by the Association, including fines, the imposition of Individual Assessments, recovery of damages, injunctive relief, or any combination thereof. In a proper case, an aggrieved Owner may also bring an enforcement action as permitted by law.

19.5. Constructive Notice

This Declaration has been duly recorded in the official records of the county in which the Project is located and constitutes constructive notice to all Persons of its contents. By acquiring any interest in a Dwelling, residing in the Project, entering upon any portion of the Project, or using any portion of the Common Area, each Owner, Resident, guest, invitee, and other Person is conclusively deemed to have received notice of, and to have accepted and agreed to be bound by, the provisions of this Declaration and the other Governing Documents, both personally and with respect to any interest they hold in, or use they make of, any portion of the Project.

19.6. Fiscal Year

The fiscal year of the Association shall commence on January 1 and end on December 31 of each calendar year. The initial fiscal year shall begin on the date of the Association's incorporation and end on the next December 31.

19.7. Compensation

No Director, elected officer, committee member, or other volunteer shall receive compensation for their service to the Association. However, such individuals may be reimbursed for actual, reasonable expenses incurred in the performance of their authorized duties, subject to Board approval.

Nothing in this Section shall be construed to authorize any manager, contractor, employee, or other Person who is otherwise compensated by the Association to serve as a Director, elected officer, committee member, or volunteer. However, if any such Person does serve in such a capacity, they shall not receive additional compensation for that service beyond the compensation paid for their

primary duties.

Notwithstanding the foregoing, this Section does not prohibit the Association from compensating an appointed Officer for services rendered in that role, subject to Board approval and any applicable contractual or employment arrangement.

19.8. Conflicts

In the event of any conflict in applicable law and the Governing Documents: (1) the provisions of applicable law; (2) this Declaration; (3) the Articles of Incorporation; (4) the Bylaws; (5) the Resolutions of the membership of the Association; (6) the Resolutions of the Board; and (7) the Rules shall prevail in that order.

19.9. Amendment

This Declaration may be amended or restated with the approval of at least sixty-seven percent (67%) of the Members in Good Standing, as determined in accordance with the Bylaws. Such approval shall be obtained by written ballot or any other lawful procedure authorized by the Bylaws or applicable law.

Any proposed amendment or restatement shall be prepared at the direction of the Board by an attorney licensed to practice in the State of Utah with substantial experience in Utah homeowners association law. Upon approval, a Director is authorized to execute, certify, and cause the amendment or restatement to be recorded in the office of the County Recorder. No amendment shall be effective until it has been duly recorded in accordance with applicable law.

19.10. Incorporation of Governing Documents

For purposes of interpreting the Nonprofit Act as applied to the Association, this Declaration—including any amendments, restatements, or replacements thereof—shall be deemed an integral component of the Bylaws. Any reference in the Nonprofit Act to a provision of the Bylaws shall be construed to include this Declaration to the fullest extent permitted by law, including for purposes of interpreting authority, procedures, rights, or restrictions that appear in this Declaration rather than in the Bylaws.

In addition, all Governing Documents validly adopted under this Declaration, the Articles of Incorporation, or the Bylaws—including any Rules, Resolutions, or other duly enacted instruments, along with any amendments, restatements, or replacements thereof—shall be construed, to the extent permitted by law, as integrated and mutually reinforcing. Interpretation of this Declaration and all other Governing Documents shall be guided by the order of priority set forth in Utah Code § 57-8a-228(5).

If any portion of this Section—or of any incorporated provision—is determined to be invalid, unenforceable, or inapplicable under the Nonprofit Act, but remains valid under the Act, other applicable law, or any other Governing Document, such provision shall be deemed excluded from incorporation into the Bylaws solely for purposes of compliance with the Nonprofit Act, and shall remain fully effective and enforceable in all other contexts. All remaining provisions of this Section and any incorporated documents shall remain in full force and effect and shall be interpreted to preserve the broadest lawful effect of this incorporation, consistent with Utah Code § 57-8a-228(5).

Notwithstanding anything to the contrary herein, nothing in this Section shall be construed to alter, override, or subject to Bylaw procedures any provision of this Declaration, the Articles of Incorporation, or any other Governing Document that is incorporated or referenced herein. Each

such document shall remain subject to its own terms and to the amendment and governance procedures applicable to it under the Governing Documents and applicable law. The interpretive incorporation set forth in this Section is solely for purposes of construing references to “bylaws” under the Nonprofit Act and shall not be construed to merge or subordinate the authority of any such incorporated document.

19.11. No Estoppel or Reliance

No person may rely on any statement, representation, or authorization by the Board, any Director, the Manager, or any other agent of the Association that is contrary to the Governing Documents, including this Declaration, regardless of the circumstances or the manner in which such statement or action was made. No claim of estoppel, waiver, detrimental reliance, or any similar equitable theory shall be enforceable against the Association based on such reliance.

Nothing in this Section limits the Association’s ability to assert any equitable or legal claims or defenses—including estoppel, waiver, or similar doctrines—in enforcing the Governing Documents, protecting its interests, or defending itself in any legal or administrative proceeding.

19.12. No Representations or Warranties

EACH OWNER AND RESIDENT, AND THEIR RESPECTIVE GUESTS AND INVITEES, BY ACCEPTING TITLE TO A DWELLING, RESIDING IN THE PROJECT, OR ENTERING UPON ANY PORTION OF THE PROJECT, EXPRESSLY ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT THE ASSOCIATION, ITS BOARD, OFFICERS, DIRECTORS, AGENTS, AND ANY MANAGER(S) MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS DECLARATION OR ANY OTHER GOVERNING DOCUMENTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY CONCERNING THE DESIGN, CONSTRUCTION, PHYSICAL CONDITION, MAINTENANCE, HABITABILITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF ANY PORTION OF THE PROJECT, INCLUDING ANY DWELLING, COMMON AREA, LIMITED COMMON AREA, OR IMPROVEMENT THEREIN.

ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

NO ORAL OR WRITTEN STATEMENT, REPRESENTATION, DISCLOSURE, OR OMISSION—WHETHER MADE BY THE ASSOCIATION, ITS REPRESENTATIVES, OR CONTAINED IN ANY MATERIALS OUTSIDE THE GOVERNING DOCUMENTS—SHALL BE DEEMED TO CREATE ANY WARRANTY OR MODIFY THE DISCLAIMERS SET FORTH HEREIN.

19.13. Waiver

The failure, delay, or omission by the Association, its Board, or any authorized agent to enforce any provision of the Governing Documents shall not be deemed a waiver, abandonment, or relinquishment of the right to enforce such provision in the future, nor shall it be construed as a waiver of any other provision. No waiver of any breach or violation shall be effective unless made in a writing specifically identifying the provision being waived and signed by an authorized representative of the Association. Any such waiver shall apply only to the specific instance for which it was given and shall not be construed as a continuing waiver or a waiver of any other provision,

whether similar or dissimilar. No Owner, Resident, or other Person may rely on the Association's past conduct or prior non-enforcement as a defense to any current or future enforcement action.

19.14. Time Limit for Claims

Any claim, action, proceeding, or other form of litigation arising out of or related to this Declaration, the Bylaws, the Articles of Incorporation, or any other Governing Document—whether based in contract, tort, statute, or equity—brought by any Person against an Indemnitee, must be commenced within twelve (12) months after the cause of action accrues. Any such claim not timely commenced shall be deemed forever waived and barred, regardless of any longer limitation period that might otherwise apply under law.

19.15. Governing Law

This Declaration, and all other Governing Documents of the Association (unless otherwise expressly stated therein), shall be governed by, construed under, and enforced in accordance with the laws of the State of Utah, without regard to any conflict-of-laws principles. Any dispute relating to the Governing Documents, the Association, or the Project shall be subject to the exclusive jurisdiction of the courts located in the State of Utah, unless otherwise required by applicable law.

19.16. Jurisdiction

Any action, suit, or other proceeding relating to this Declaration, the Governing Documents, the Association, or the Project shall be brought exclusively in a state court located in the State of Utah or, if federal jurisdiction exists, in a federal court located within the State of Utah. To the fullest extent permitted by law, each current and former Owner, Resident, vendor, service provider, and any other Person who is subject to, who claims rights under, or who asserts claims relating to the Governing Documents, the Project, or the Association—including claims arising from their presence in, use of, or dealings with the Project—irrevocably consents to the personal jurisdiction of such courts and waives any objection to venue or forum non conveniens. This Section shall be binding upon each such Person regardless of whether their relationship with the Association or the Project is current, expired, or terminated.

19.17. Severability

If any provision of this Declaration or any other Governing Document, or the application thereof to any Person or circumstance, is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable (an "Invalid Term"), such Invalid Term shall be severed or, if permitted by law, modified and interpreted so as to most closely reflect the original intent of the Governing Documents. In any such event, the remaining provisions of the Governing Documents shall remain valid and enforceable to the fullest extent permitted by law.

19.18. Gender and Number

Except as otherwise expressly stated, all terms used in the Governing Documents—regardless of gender, number, or tense—shall be deemed to include the masculine, feminine, or neuter gender; the singular or plural number; and the past, present, or future tense, as the context and circumstances reasonably require to give effect to the intent of the Governing Documents.

19.19. Headings

Except as otherwise expressly stated, the headings, captions, and titles used in the Governing Documents are included solely for convenience of reference and shall not be deemed to define, limit, or describe the scope or intent of any provision. They shall have no legal effect and shall not be used in the interpretation or construction of the Governing Documents.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration on the date first written below.

THE DECLARANT

Michael C Bastian

Mike Bastian, Manager
Castle Creek Homes II, LLC, a Utah limited liability company

State of Utah)
) ss.
County of Weber)

On the 24th day of November, in the year 2026, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, stated that he is the Manager of Castle Creek Homes II, LLC, the Declarant named in the foregoing instrument, did sign this instrument of his own free will, and that the Declarant shall be bound by the same pursuant to authority granted under applicable law.

(Seal)



Tanner Scott
NOTARY PUBLIC SIGNATURE

The undersigned, as a duly appointed initial Director of the Association, hereby certifies that the Board of Directors of the Association duly adopted this Declaration on the date first set forth below, and that this Declaration shall become effective upon its recordation in the official records of the County Recorder, in accordance with the Act.

THE ASSOCIATION

Michael C Bastian

Mike Bastian, Director
Patriot Pointe Homeowners Association, a Utah nonprofit corporation

State of Utah)
) ss.
County of Weber)

On the 24th day of November, in the year 2025, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, stated that he is a duly appointed initial Director of Patriot Pointe Homeowners Association, did sign this instrument of his own free will, and that the Association shall be bound by the same, having duly adopted and approved it through action of its Board of Directors.

(Seal)



Tanner Scott
NOTARY PUBLIC SIGNATURE

EXHIBIT A – Legal Description

A PART OF LOT 1, PATRIOT POINTE SUBDIVISION, PHASE A, TOGETHER WITH THE NORTH 1/2 OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 2300 NORTH STREET, WHICH IS ON THE NORTHERN BOUNDARY OF TOWNS AT PATRIOT POINTE PHASE 1B, SAID POINT BEING 317.37 FEET SOUTH 0°45'59" WEST AND 2660.58 FEET SOUTH 89°14'01" EAST FROM THE EAST QUARTER CORNER OF SECTION 32 AND RUNNING THENCE FOUR (4) COURSES ALONG THE NORTH AND WEST BOUNDARY OF SAID PHASE 1B AS FOLLOWS: (1) SOUTH 49°33'33" WEST 55.37 FEET; (2) SOUTH 56°39'58" WEST 10.73 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 150 EAST STREET; (3) SOUTH 37°29'17" EAST 70.24 FEET TO A POINT OF TANGENT CURVATURE; AND (4) SOUTHEASTERLY ALONG THE ARC OF A 417.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 4.21 FEET (CENTRAL ANGLE EQUALS 0°34'41" AND LONG CHORD BEARS SOUTH 37°11'56" EAST 4.21 FEET) TO A POINT OF NON-TANGENCY; BEING ON THE NORTH BOUNDARY OF TOWNS AT PATRIOT POINTE, PHASE 2 1ST AMENDMENT, AND THENCE THREE (3) COURSES ALONG SAID NORTHERN BOUNDARY AS FOLLOWS: (1) NORTHWESTERLY ALONG THE ARC OF A 15 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 22.62 FEET (CENTRAL ANGLE EQUALS 86°23'28" AND LONG CHORD BEARS NORTH 80°06'20" WEST 20.53 FEET) TO A POINT OF TANGENCY; (2) SOUTHWESTERLY ALONG THE ARC OF A 278.89 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 167.57 FEET (CENTRAL ANGLE EQUALS 34°25'33" AND LONG CHORD BEARS SOUTH 73°54'46" WEST 165.06 FEET) TO A POINT OF TANGENCY; (3) NORTH 88°55'14" WEST 202.35 FEET; THENCE NORTH 01°29'49" WEST 177.84 FEET; THENCE NORTH 88°23'46" WEST 233.94 FEET TO THE EAST BOUNDARY OF NEW TOWNE SQUARE AT COLONIAL SPRINGS SAP PHASE 5; THENCE NORTH 02°06'42" EAST 427.15 FEET ALONG SAID BOUNDARY; THENCE SOUTH 88°32'44" EAST 368.69 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 417.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 279.40 FEET (CENTRAL ANGLE EQUALS 38°23'23" AND LONG CHORD BEARS SOUTH 18°17'36" EAST 274.20 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 37°29'17" EAST 254.79 FEET TO THE POINT OF BEGINNING. CONTAINS 5.868 ACRES, MORE OR LESS.

Said parcel being inclusive of, and the provisions of this Declaration applying to, all lots, parcels, or other subdivided tracts now or hereafter created within the boundaries of said parcel as shown on the recorded Plat thereof.

EXHIBIT B – Bylaws

A true and correct copy of the Bylaws of Patriot Pointe Homeowners Association follows this page.

EXHIBIT C – Articles of Incorporation

A true and correct copy of the Articles of Incorporation of Patriot Pointe Homeowners Association follows this page.

BYLAWS
PATRIOT POINTE
HOMEOWNERS ASSOCIATION
North Ogden City, Weber, Utah

CONTENTS

1	RECITALS.....	6
2	DEFINITIONS	6
3	BINDING NATURE OF BYLAWS	10
3.1	Covenants that Run with the Land.....	10
3.2	Bylaws as Subordinate Covenants.....	10
4	MEETINGS OF MEMBERS.....	10
4.1	Annual Meetings of Members	10
4.2	Special Meetings of Members	11
4.3	Electronic Meetings of Members.....	11
4.4	Notice of Meetings of Members	11
4.5	Quorum at Meetings of Members	11
4.6	Voting at Meetings of Members.....	12
4.7	Action by Written Ballot	12
4.7.1	Effect.....	12
4.8	Meeting Minutes	12
4.9	No Fractional, Cumulative, or Other Unauthorized Voting	13
4.10	Eligibility of Members to Vote.....	13
4.11	Proxy Appointments by Members.....	13
4.11.1	Content.....	13
4.11.2	Receipt.....	13
4.11.3	Validity.....	14
4.11.4	Revocation.....	14
4.12	Conduct at Meetings of Members.....	14
4.13	Written Ballots	14
4.13.1	Content.....	14
4.13.2	Delivery	16
4.13.3	Receipt.....	16
4.13.4	Validity.....	16
4.13.1	No Secret Ballots	16
5	BOARD OF DIRECTORS	17
5.1	Number of Directors	17

5.2	Term of Directors	17
5.3	Eligibility Requirements for Directors	17
5.4	Powers and Duties of the Board	18
5.5	Delegation of Powers and Duties of the Board.....	18
5.6	Resignation of Directors	18
5.7	Removal of Directors	18
6	NOMINATION AND ELECTION OF DIRECTORS	19
6.1	Nomination of Directors.....	19
6.2	Election of Directors	19
6.3	Vacancies on the Board.....	19
7	MEETINGS OF THE BOARD.....	20
7.1	Quarterly Board Meetings	20
7.2	Electronic Board Meetings.....	20
7.3	Notice of Board Meetings to Directors	20
7.4	Notice of Board Meetings to Owners	20
7.5	Action without a Board Meeting.....	20
	7.5.1 Written Notice.....	21
	7.5.2 Voting.....	21
	7.5.3 Effect	21
7.6	Quorum at Board Meetings	21
7.7	Proxy Appointments by Directors.....	21
7.8	Conduct at Board Meetings	21
7.9	Action by the Board.....	22
8	OFFICERS.....	22
8.1	Elected and Appointed Officers	22
8.2	Term of Officers.....	22
8.3	Eligibility Requirements for Officers	22
8.4	Election of Officers	23
8.5	State Registration Requirement	23
8.6	Duties of Officers.....	23
	8.6.1 President.....	23
	8.6.2 Vice-President	23
	8.6.3 Secretary	23

8.6.4	Treasurer	24
8.7	Delegation of Duties of Officers	24
8.8	Resignation of Officers.....	24
8.9	Removal of Officers.....	24
9	COMMITTEES	25
10	RULEMAKING PROCEDURES.....	25
10.1	Authority for Rulemaking	25
10.2	Procedures for Rulemaking.....	25
10.3	Notice for Rulemaking	25
10.4	Effective Date of Rules	26
10.5	Applicability of Rules.....	26
10.6	Limitations on Rulemaking.....	26
10.6.1	Equal Treatment	26
10.6.2	United States Flag	26
10.6.3	Inconsistent Actions.....	26
10.6.4	Conflicting Rules and Resolutions	26
11	ENFORCEMENT PROCEDURES.....	27
11.1	Authority for Enforcement.....	27
11.2	Reporting a Violation.....	27
11.3	Effect of Violations.....	27
11.4	Notice of Violation	28
11.4.1	Content.....	28
11.4.2	Delivery	28
11.4.3	Effective Date	28
11.5	Notice of Fine	28
11.5.1	Content.....	29
11.5.2	Delivery	29
11.5.3	Effective Date	29
11.6	Schedule of Fines.....	29
11.6.1	First Violation.....	29
11.6.2	Second Violation.....	29
11.6.3	Third Violation.....	29
11.6.4	Fourth Violation	30

11.7	Amount of Fines	30
11.8	Assessment of Fines.....	30
12	CORPORATE RECORDS.....	30
12.1	Record Keeping	30
12.2	Record Availability	30
13	AMENDMENTS.....	31
13.1	Amendment of Bylaws	31
13.2	Amendment Effective Date.....	31
14	INDEMNIFICATION.....	31
14.1	Indemnification by the Association.....	31
14.2	Directors and Officers Insurance Requirement.....	31
15	GENERAL.....	32
15.1	Principle Place of Business.....	32
15.2	Applicability.....	32
15.3	Conflicts.....	32
15.4	Incorporation of Governing Documents	32
15.5	Compensation	33
15.6	No Estoppel or Reliance	33
15.7	Waiver	34
15.8	Time Limit for Claims	34
15.9	Governing Law.....	34
15.10	Jurisdiction.....	34
15.11	Severability.....	34
15.12	Gender and Number.....	34
15.13	Headings	34
	EXHIBIT A – Example Proxy Appointment Form.....	36
	EXHIBIT B – Example Written Ballot for a Proposed Action.....	37
	EXHIBIT C – Example Written Ballot for an Election of Candidate(s).....	38
	EXHIBIT D – Example Violation Report Form.....	39
	EXHIBIT E – Example Notice of Violation.....	40
	EXHIBIT F – Example Notice of Fine.....	41

BYLAWS

These Bylaws are adopted on the date executed below by the Declarant and Board, and are effective as of the date of recording in the recorder's office of the County.

1 RECITALS

- A. WHEREAS, the Declarant has established the Association as a Utah nonprofit corporation (the "Corporation"), and the Association is therefore subject to the Nonprofit Act; and
- B. WHEREAS, the Association is also subject to the Act; and
- C. WHEREAS, Section 216(1) of the Act requires that an association's bylaws be recorded in the office of the county recorder of the county in which any portion of the association's real property is located; and
- D. WHEREAS, these Bylaws are intended to satisfy all applicable requirements of the Act and the Nonprofit Act; and
- E. WHEREAS, the Declarant intends that these Bylaws, once recorded, shall constitute enforceable equitable servitudes that run with the land pursuant to the Act;
- F. NOW THEREFORE, the Declarant and the Board adopt these Bylaws, which shall run with the land as equitable servitudes and include these Recitals.

2 DEFINITIONS

For purposes of these Bylaws, the following terms shall have the following meanings.

- A. **Act.** "Act" means the Utah Community Association Act, Utah Code 57-8a-101 *et. seq.*, as it may be amended from time to time.
- B. **Act, Nonprofit.** "Nonprofit Act" means the Utah Revised Nonprofit Corporation Act, Utah Code 16-6a-101 *et. seq.*, as it may be amended from time to time.
- C. **Action.** "Action" and "action" each mean an official decision, approval, or directive formally taken by the Association or its Board. An Action may only be taken at: (1) a duly noticed meeting of Members; (2) a duly noticed meeting of the Board; (3) by written ballot of the Members; or (4) as an action without a Board meeting, in each case as authorized under these Bylaws and applicable law, including the Nonprofit Act.
- D. **Action, Proposed.** "Proposed Action" and "proposed action" each mean a formal proposal to take an Action, submitted or noticed in accordance with these Bylaws and applicable law.
- E. **Amenities.** "Amenities" means Common Area not generally considered essential for access to a Unit such as parks, play areas, clubhouses, pools, and other nonessential or recreational facilities. "Amenities" does not mean Common Areas such as Association streets, sidewalks, and other Common Area generally considered essential for access to a Unit or Limited Common Area appurtenant to a particular Unit.

- F. **Articles of Incorporation.** “Articles of Incorporation” means the Association’s articles of incorporation or other organizing documents as they may be amended or restated from time to time and as duly filed with the State.
- G. **Association.** “Association” means **Patriot Pointe Homeowners Association**, a Utah nonprofit corporation, or the name by which it may be reincorporated from time to time. Further, as the context may require, Association also means the property, Board of Directors, Officers, Managers, or other agents of the Association.
- H. **Attorney-in-Fact.** “Attorney-in-Fact” means a natural person authorized to act as the lawful agent of a Person or an estate, as evidenced by a duly executed power of attorney, designation of agent, letter testamentary, letter of administration, or similar authorizing document. An Attorney-in-Fact may act, at the sole discretion of the Owner or pursuant to lawful authority granted in connection with the administration of a deceased Owner’s estate, on behalf of the Owner or estate for purposes of meetings, proxies, and voting as described in the Governing Documents, but shall not be considered the Owner for purposes of assessment liability, enforcement, legal title, or eligibility to serve as a Director.
- I. **Board.** “Board” and “Board of Directors” means the entity, regardless of name, with primary authority to manage the affairs of the Association. For all purposes under the Act and the Nonprofit Act, these terms shall have the same meaning as defined and used in those Acts, including any successor terms used to identify the Association’s primary governing body.
- J. **Bylaws.** “Bylaws” means these bylaws of the Association as they may be amended or restated from time to time and as duly recorded in the recorder’s office of the County.
- K. **Common Area.** “Common Area” means all property within the Project designated as common area in the Plat, the Declaration, or in these Bylaws that the Association owns or maintains for the common use and enjoyment of all Owners. Non-resident Owners may be limited in their use of the Common Area as provided by the Governing Documents or applicable law.
- L. **Common Area, Limited.** “Limited Common Area” means Common Area that, per a Governing Document, is designated for the use and enjoyment of fewer than all of the Units, Owners, or Residents.
- M. **Control Period.** “Control Period” means the Declarant’s period of administrative control over the Association as defined in Section 102(20) of the Act and as further defined or described in the Governing Documents.
- N. **County.** “County” means **Weber County** in the State of Utah.
- O. **Declarant.** “Declarant” means **Castle Creek Homes II, LLC**, a Utah limited liability company, and its successors or assigns.
- P. **Declaration.** “Declaration” means the declaration of covenants, conditions, and restrictions of the Association as it may be amended or restated from time to time and as duly recorded in the recorder’s office of the County.
- Q. **Director.** “Director” means an individual who is duly elected or appointed as a member of the Board of Directors in accordance with these Bylaws and applicable law.

R. **Good Standing.** “Good Standing” means: (1) free from all past-due assessments, fines, or other amounts owed to the Association; and (2) free from all unresolved Violations for which written notice has been issued by the Association. A Member is in Good Standing only if all of the Owner(s) and Resident(s) of the Member’s Unit are in Good Standing and if the Member’s Unit itself is in Good Standing.

S. **Governing Documents.** “Governing Documents” means the Declaration, Plat, Articles of Incorporation, Bylaws, Resolutions, Rules, and any written decisions of the Association made pursuant to such documents.

T. **Lot.** “Lot” means any numbered building lot designated on the Plat that is intended to have at least one Unit constructed thereon.

U. **Manager.** “Manager” means any Person engaged by the Board to manage all or part of the Association including the Common Area and Limited Common Area. Acts of a Manager in the performance of its duties as such shall be considered the acts of the Board.

V. **Member.** “Member” means the Owner of a Unit or, if there are multiple Owners of a Unit, all such Owners collectively. There shall be one Member per Unit, and notice given to any one such Owner shall constitute notice to the Member and to all Owners of that Unit.

W. **Minutes.** “Minutes” means an official record of the actions taken in (as opposed to a transcript of) a meeting of Members, a Board meeting, a meeting of a committee, action taken by written ballot, or action taken without a Board meeting. Minutes should include: (1) the name of the Association; (2) the type of meeting or, if an action without a meeting, a description of the proposed action; (3) the date, time, and place of the meeting or, if an action without a meeting, events related to the proposed action; (4) the names of the Directors, Officers, and Owners or their proxies or attorneys-in-fact present at the meeting or, if an action without a meeting, involved in the action; and (5) whether a quorum was present at the meeting or, if an action without a meeting, in the action. Once approved, Minutes shall be signed and dated by a Director or Office to verify their approval.

X. **Officer.** “Officer” means an individual who is elected or appointed as an officer of the Association by the Board in accordance with these Bylaws.

Y. **Owner.** “Owner” means a Person holding a Present Ownership Interest in a Unit. *See also* Attorney-in-Fact and Owner Representative. Notwithstanding the foregoing, if a Dwelling is subject to an executed purchase contract, the purchaser shall be considered the Owner—as opposed to the seller—upon presentation of a copy of the contract (including a reasonably redacted version) to the Board or Manager.

Z. **Owner Representative.** “Owner Representative” means a natural person who is a director, officer, member, manager, or other authorized representative of an Owner that is a legal entity. An Owner Representative may act, at the sole discretion of the Owner, on behalf of the Owner for purposes of meetings, proxies, voting, eligibility requirements, and service as a Director, but shall not be considered the Owner for purposes of assessment liability, enforcement, or legal title.

AA. **Person.** “Person” means a natural person, corporation, partnership, limited liability company, association, trust, joint venture, government or governmental subdivision, agency, or other legal or commercial entity.

BB. **Plat.** "Plat" means the one or more final plats, subdivision maps, or amended plats describing the real property subject to the jurisdiction of the Association, as such may be amended or restated from time to time and as duly recorded in the recorder's office of the County.

CC. **Present Ownership Interest.** "Present Ownership Interest" means, with respect to a Unit: (1) a fee simple interest; (2) a joint tenancy, a tenancy in common, or tenancy by the entirety; (3) the interest of a tenant-shareholder in a cooperative; (4) a life estate; (5) the legal interest of a trustee holding title to the Unit in trust; and (6) the beneficial interest of a beneficiary who holds present occupancy rights in the Unit under the trust instrument or by consent of the trustee. A Present Ownership Interest does not include a mere security interest, such as one held under a mortgage, deed of trust, or similar instrument.

DD. **Project.** "Project" means the entire common interest development governed by the Association, including all phases as described in the Declaration or these Bylaws, or as shown on the Plat, and encompassing all Lots, Units, Common Areas, Limited Common Areas, buildings, structures, facilities, Improvements, appurtenances, easements, rights, and any tangible or intangible property owned or controlled by the Association for the benefit of its Members.

EE. **Resident.** "Resident" means a natural person who resides in a Unit. Except as otherwise prohibited by the Declaration or these Bylaws, a Resident may be: (1) an Owner; (2) an Owner Representative; (3) a tenant; (4) a dependent, family member, or household member of any of the foregoing; (5) any other natural person residing within the Project; or (6) any guest or invitee who occupies a Unit for thirty (30) consecutive days or more, or for more than thirty (30) days in any ninety (90)-day period, regardless of whether rent is paid or any lease is executed.

FF. **Resolution.** "Resolution" means a formal written action of the Board or the Association's membership, duly adopted in accordance with the Governing Documents and applicable law. A Resolution may establish policies, interpret provisions of the Governing Documents, or direct the affairs of the Association in its capacity as a nonprofit corporation. A Resolution shall not conflict with applicable law, the Declaration, the Articles of Incorporation, or these Bylaws, and is subordinate to those authorities in accordance with the hierarchy established by Utah Code § 57-8a-228(5). Unless expressly adopted as a Rule—or unless it governs conduct or the use or appearance of property and is not otherwise set forth in the Declaration, Articles, or Bylaws—a Resolution is not subject to the procedural requirements of Utah Code § 57-8a-217.

GG. **Rule.** "Rule" means a policy, guideline, restriction, procedure, regulation, or similar enactment of the Association that (1) is not set forth in the Declaration, Articles of Incorporation, or Bylaws; and (2) governs (a) the conduct of persons within the Project or (b) the use, design, appearance, quality, or type of real or personal property within the Project. A Rule does not include the internal business operating procedures of the Board. A Resolution is not a Rule unless (i) expressly designated as such or (ii) it meets the foregoing criteria. All Rules are subordinate to the other Governing Documents and applicable law and are subject to the procedural requirements of Utah Code § 57-8a-217.

HH. **State.** "State" means the State of Utah.

II. **Unit.** "Unit" means a residential dwelling constructed on a Lot and, as applicable, the Lot itself.

JJ. **Violation.** “Violation” means any act, omission, condition, or use that is not in compliance with the Governing Documents and that is subject to Association enforcement under applicable law, including Utah Code §§ 57-8a-217 and 218. A Violation may be ongoing or one-time in nature and may give rise to the imposition of fines, suspension of privileges, or other lawful remedies as authorized by the Governing Documents and applicable law.

3 BINDING NATURE OF BYLAWS

3.1 Covenants that Run with the Land

These Bylaws, as they may be amended or restated from time to time, including every term, condition, obligation, and provision herein—together with the Recitals—shall be deemed covenants running with the land and shall be binding upon, and shall inure to the benefit of, the Association, each Owner, and their respective heirs, successors, personal representatives, and assigns. By accepting a deed or other conveyance of any Lot or Unit subject to the Declaration, each Owner agrees that these Bylaws and all provisions hereof are appurtenant to, and shall run with, the title to such Lot or Unit, and shall be enforceable as equitable servitudes and covenants running with the land under applicable law, including the Act and the Nonprofit Act, as each may be amended from time to time. These Bylaws are intended to touch and concern the land and are recorded to provide notice to all present and future Owners of their binding effect. For clarity, the Recitals to these Bylaws are expressly incorporated herein and reaffirmed as covenants running with the land.

3.2 Bylaws as Subordinate Covenants

These Bylaws are in addition to, and shall be interpreted and applied as subordinate to, the Declaration. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control.

4 MEETINGS OF MEMBERS

4.1 Annual Meetings of Members

An annual meeting of the Members shall be held during the first quarter of each calendar year, at a date, time, and location within the County as designated by the Board. The primary purpose of the annual meeting shall be the election of one or more members of the Board of Directors, along with the transaction of such other business as may properly come before the Members.

If the annual meeting is not held during the first quarter of any given year, the Board may call the meeting to be held as soon as reasonably practicable thereafter. If the Board fails to notice and schedule the meeting by the end of the following month (i.e., by April 30), any group of Members holding at least ten percent (10%) of the total voting interests may call and administer the annual meeting by providing notice in accordance with these Bylaws and the Act, provided that the business conducted at such a Member-called meeting shall be limited solely to the election of Directors to fill any expired terms.

Once such a Member-called meeting has been duly noticed, the Board may not separately call or administer any meeting that overlaps in timing or effect, or that would compete with or interfere with the Member-called meeting, regardless of its stated purpose. The Member-called meeting shall be deemed the Association's official annual meeting for that year.

4.2 Special Meetings of Members

Special meetings of the Members may be called at any time by the Board or upon written request signed by a majority of the Members and delivered to the Board. Such a request shall state the specific purpose for the meeting. The Board shall designate the place, time, and purpose of any special meeting. The place shall be in the County.

If the Board fails to notice and schedule a duly requested special meeting within sixty (60) days of receiving the request, any group of Members holding at least ten percent (10%) of the total voting interests may call and administer the special meeting by providing notice in accordance with these Bylaws and the Act, provided that the business conducted at such a Member-called meeting shall be limited solely to the purpose stated in the original request.

4.3 Electronic Meetings of Members

To the extent arranged by the Board—or, in the case of a duly noticed Member-called meeting, by the Members organizing the meeting—some or all Members may participate in an annual or special meeting of Members by, or the meeting may be conducted entirely through the use of, any means of communication by which all individuals participating in the meeting may hear each other during the meeting. A Member participating in such a meeting shall be considered present in person at the meeting.

Pursuant to the requirements of Section 1601 of the Nonprofit Act, all Minutes shall be kept in the permanent records of the Association.

4.4 Notice of Meetings of Members

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

Written notice of a meeting of Members shall include a description of any matter(s) that must be approved by the Members or for which the Members' approval is sought.

When giving written notice of a special meeting of Members that was requested by a majority of the Members, the Association shall give notice of the specific purpose for the meeting and a description of any matter that a Member intends to raise for Member approval at the meeting.

4.5 Quorum at Meetings of Members

Except as otherwise provided in the Declaration or these Bylaws, the quorum required at a meeting of Members shall be those Owners present in person or by proxy at the meeting.

4.6 Voting at Meetings of Members

Any action taken at a meeting of the Members shall be taken by written ballot. Written ballots for such action may be delivered to the Members with written notice of the meeting or at the meeting.

Within no more than ten (10) days of a vote at any meeting of Members, the Association shall provide notice of the action taken by written ballot to the Members. Notwithstanding failure to provide such notice, the action(s) taken shall remain valid.

4.7 Action by Written Ballot

At the discretion of the Board—or, in the case of a properly submitted written request signed by a majority of the Members and delivered to the Board—any action that may be taken at a meeting of Members may instead be taken without a meeting, and without prior notice, if the Association delivers a proper written ballot to every Member eligible to vote, in accordance with Utah Code § 16-6a-707.

In the case of a duly requested Member-initiated action by written ballot, if the Board fails to authorize and deliver the ballot within sixty (60) days of receiving the written request, any group of Members holding at least ten percent (10%) of the total voting interests may cause the written ballot to be prepared and delivered, provided that the action submitted for vote is limited solely to the purpose stated in the original request and the process complies with the requirements of these Bylaws and the Nonprofit Act.

The Secretary—or, in the case of a Member-administered written ballot, a person designated by the Members administering the action—shall take and maintain minutes of all actions taken by written ballot. In any event, the Secretary shall accept and maintain such minutes in the Association's official records in accordance with the Nonprofit Act.

4.7.1 Effect

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

4.8 Meeting Minutes

The Secretary shall take and maintain minutes of all actions taken at meetings of Members, Board meetings, and actions taken without a meeting, including actions taken by written ballot.

If the Secretary is unavailable, unwilling, or otherwise unable to perform these duties, the Board may designate any Director or other responsible individual to take and/or maintain such minutes.

In the case of any Member-administered meeting or action by written ballot conducted in accordance with these Bylaws or applicable law, a person designated by the Members organizing and administering the action shall take and maintain minutes of the proceedings. Such designation shall either be identified in the meeting notice or recorded in the minutes themselves.

In any event, the Secretary—or the person duly designated in accordance with this Section—shall accept and maintain all such minutes in the Association's official records in accordance with the Nonprofit Act.

To the extent practicable, at the end of each meeting, those present shall review, correct as needed, and approve the minutes, then direct the Secretary or other designated minute-taker to sign and date the approved minutes.

4.9 No Fractional, Cumulative, or Other Unauthorized Voting

In all elections and voting matters conducted by the Association, its membership, Board, or any other entity governed by the Governing Documents, only voting methods expressly authorized in this Declaration shall be permitted. Any form of fractional, cumulative, ranked-choice, weighted, or other unauthorized voting method is expressly prohibited. Any votes cast using unauthorized voting methods, or any variation thereof, shall be disregarded in their entirety.

4.10 Eligibility of Members to Vote

A Member must be eligible to vote for its vote to be counted. A Member is eligible to vote in a meeting of Members or in an action by written ballot only if that Member is in Good Standing for at least thirty (30) days prior to the date of the meeting of Members or the date the written ballot is postmarked, sent, or otherwise delivered. A Member is in Good Standing only if all of the Owner(s) and Resident(s) of the Member's Unit are in Good Standing and if the Member's Unit itself is in Good Standing. A Member that is not eligible to vote is, for purposes of the Nonprofit Act, not entitled to vote.

4.11 Proxy Appointments by Members

Members may vote in person or by proxy in any meeting of Members. Each proxy appointment form used for a meeting of Members, or true and complete copy thereof, shall be retained with the Minutes of the corresponding meeting as part of the Association's permanent records.

4.11.1 Content

With respect to a Member's Unit, a proxy appointment form shall: (1) clearly appoint a named individual who is authorized to vote on behalf of the Member at a meeting of Members; (2) include a statement that the appointing individual signing the proxy appointment form is certifying under penalty of perjury that the provided information is complete, true, and correct and that, if the Owner is a legal entity, the appointing individual is a duly-authorized representative of the Owner for purposes of the proxy appointment (collectively the "Required Proxy Content").

In addition to the Required Proxy Content, each proxy appointment form shall include clearly-identified locations or fields for the appointing individual to provide the following information: (1) the physical address of the Unit for which the proxy is being appointed; (2) the printed name of the individual being appointed as proxy; (3) the date of the meeting for which the proxy is appointed or other period of time during which the proxy appointment is valid; (4) the day, month, and year the proxy appointment form was signed; (5) the appointing individual's signature; and (6) the appointing individual's full legal name (collectively the "Proxy Information").

Exhibit A is an example proxy appointment form that meets the requirements of these Bylaws.

4.11.2 Receipt

An original proxy appointment or a complete copy thereof, electronic or otherwise, must be received by the Association no later than the scheduled date and time of the meeting but no more than one week before such time.

4.11.3 Validity

Each proxy appointment form, or complete copy thereof, provided to the Association must be timely received by the Association. Any proxy appointment form not timely received by the Association shall not be considered valid and shall not be effective.

Each proxy appointment form returned to the Association shall include all the Required Proxy Content and all of the required Proxy Information. A proxy appointment form received by the Association shall not be considered valid and shall not be effective if it does not include all the Required Proxy Content and all of the required Proxy Information or if any of the foregoing is not provided in a reasonably legible form or in the identified locations or fields provided on the proxy appointment form for such information.

If multiple proxies are appointed for the same Unit, the most recently appointed proxy shall be the only valid appointment. If, in the sole discretion of the Board, the most recently appointed proxy is not clear then all shall be considered invalid. Votes by invalid proxy shall be considered invalid.

If an Owner dies or is found incompetent after making a proxy appointment, the Owner's proxy remains valid unless the Association is notified in writing of such prior to a vote by the proxy.

Duly executed documentation appointing an Attorney-in-Fact, if timely received by the Association, shall be accepted in lieu of a proxy appointment form.

4.11.4 Revocation

A proxy appointment may be revoked by the appointing Member or its Attorney-in-Fact by attending a meeting and voting in person, or by delivering a subsequent proxy appointment form that is received by the Association no later than the scheduled date and time of the meeting.

4.12 Conduct at Meetings of Members

All voting at a meeting of Members, including for the election of Directors, shall be conducted by means of written ballot in accordance with these Bylaws and applicable law.

The Board shall provide a reasonable opportunity during each meeting of Members for Owners to offer comments. The Board may designate a specific time period for such comments and may establish reasonable limits on duration or format.

Residents and other individuals who are not Owners may not attend meetings of Members unless expressly authorized by the Board for a specific purpose. The Board may invite third parties to attend and participate in meetings of Members as needed to support the business of the Association, including legal counsel, service providers, consultants, or other professionals.

The Board may adopt Rules governing decorum and procedural conduct at meetings of Members, so long as such Rules are not inconsistent with the Governing Documents or applicable law.

4.13 Written Ballots

4.13.1 Content

Each written ballot shall: (1) briefly describe one and only one proposed action; (2) provide an opportunity to vote for or against, or as otherwise appropriate, for the proposed action; (3) specify the period of time during which the completed ballot must be received by the Association in order to be considered valid and counted; (4) indicate the number of valid returned ballots needed to meet

quorum requirements; (5) state the percentage or other amount of approvals necessary to approve the proposed action; (6) include a statement that only one vote is allowed per Unit and that if more than one ballot is received by the Association from the Owner(s), proxy(s), or agent(s) for the same Unit then all of the ballots received for that Unit shall be considered invalid and shall not be counted; (7) include a statement that the voter signing the ballot is certifying under penalty of perjury that the provided information is complete, true, and correct and that, if the Owner is a legal entity, the voter is a duly authorized representative of the Owner for purposes of the action by written ballot; and (8) be accompanied by written information sufficient for Members to reach a reasonably informed decision on the proposed action (collectively the "Required Ballot Content").

In addition to the Required Ballot Content, and with respect to an Owner and its Unit for which a ballot may be cast, each written ballot shall also include clearly-identified locations or fields for the voter to provide the following information: (1) the physical address of the Unit; (2) the printed full legal name of the Owner; (3) an indication as to whether the Owner is a legal entity; (4) the current physical address of the Owner; (5) the voter's printed full legal name, if different than that of the Owner; (6) the voter's current physical address, if different than that of the Owner; (7) the voter's current email address; (8) the voter's current telephone number; (9) the voter's signature; and (10) an indication as to whether the voter signing the ballot is: (a) the Owner, (b) the Owner's proxy or agent, or (c) the Owner's authorized representative if the Owner is a legal entity (collectively the "Voting Information").

Except as otherwise provided by the Declaration or these Bylaws, the period of time during which completed ballots must be received by the Association shall be at least thirty (30) days and no more than ninety (90) days, or such other period of time allowed by law.

Except as otherwise provided by the Declaration or these Bylaws, the number of valid ballots required to meet quorum requirements shall be the number of valid ballots timely received by the Association.

Except as otherwise provided by the Declaration or these Bylaws, the percentage or other number of approvals necessary to approve a proposed action shall be a majority of the valid ballots cast. Alternatively, if the ballot is for the election of one or more candidates, the candidate(s) receiving the most votes shall be deemed elected.

A completed written ballot that, after reasonable investigation by and in the judgement of the Board, is deemed to not be what it purports to be: (1) shall not be considered valid and shall not be counted; or (2) within a reasonable period of time after a vote by written ballot but not to exceed ten (10) days, may be declared invalid and the election results may be adjusted accordingly at the discretion of the Board. Such a declaration shall be in writing signed by a majority of the Directors, shall include the records of the investigation, and shall be kept with the Minutes of the action by written ballot.

Written ballots may be in electronic form, and signatures on written ballots may be scanned or may be digital or electronic signatures in any form considered valid and enforceable under Utah law.

Exhibit B is an example written ballot for voting on a single proposed action that meets the requirements of these Bylaws.

Exhibit C is an example written ballot for the election of a Director(s) that meets the requirements of these Bylaws. Such a ballot may need to be accompanied by additional written information sufficient for Members to reach a reasonably informed decision with respect to the candidates.

4.13.2 Delivery

Written ballots and any related information shall be delivered to Owners in person, by mail, or by electronic means including email or a website, or delivered as otherwise provided by law.

4.13.3 Receipt

Members shall have at least thirty (30) days from the day on which the written ballots and any related information are provided before their vote by written ballots must be received by the Association, except as otherwise provided by law. Members may return their vote by written ballots, or complete copies thereof, to the Association in person, by mail, by email, or by any other means allowed by law.

Notwithstanding the foregoing, votes by written ballots for a meeting of Members shall be submitted in person or electronically when called for by the individual presiding at the meeting of Members.

Once a vote by written ballot has been received by the Association, it cannot be revoked.

4.13.4 Validity

Each vote by written ballot submitted to the Association must be timely received by the Association. Any vote by written ballot that is not timely received by the Association shall be considered invalid and shall not be counted.

Each vote by written ballot submitted to the Association shall include all the Required Ballot Content and all of the required Voting Information. Any vote by written ballot received by the Association shall be considered invalid and shall not be counted if it does not include all the Required Ballot Content and all of the required Voting Information, or if any of the Voting Information is not provided in a reasonably legible form or in the identified locations or fields provided on the written ballot for such information.

If more than one otherwise valid vote by written ballot is received by the Association from the Owner(s), their proxies, and/or agents of a Unit, then all of the votes by written ballot received for that Unit shall be considered invalid and shall not be counted.

4.13.1 No Secret Ballots

Ballots and the votes cast on them shall not be secret. The use of secret ballots is prohibited for all meetings of the Members, meetings of the Board, and any other action conducted by or on behalf of the Association.

All written ballots—whether cast at a meeting or through a written ballot process—shall be preserved in their original form, along with a true and complete record of the votes cast, in the Association's official records as part of the minutes of the corresponding meeting or action.

The Association, whether by its Board or any other agent, shall not redact, conceal, or otherwise obscure any portion of any written ballot for any reason, including in response to a records request.

Full, unaltered copies of written ballots shall be made available in accordance with the Association's record inspection policies and applicable law.

5 BOARD OF DIRECTORS

5.1 Number of Directors

The Board shall consist of three (3) Directors. That is, there shall be three (3) positions on the Board, each to be filled by an individual elected or appointed in accordance with these Bylaws.

5.2 Term of Directors

Each Director shall serve a term of three (3) years. Thereafter, each Director elected to a vacant or expired position shall serve a full three-year term, maintaining a staggered structure so that only one Director position is subject to election in any given year.

To establish staggered terms for the initial Board—or upon the reconstitution of the entire Board due to all positions becoming vacant—term lengths shall be determined based on the number of votes received in the election: the candidate receiving the highest number of votes shall serve a three-year term, the candidate receiving the next highest shall serve a two-year term, and the candidate receiving the third highest shall serve a one-year term. In the event of a tie affecting the assignment of term lengths, the term to be assigned shall be determined by lot (such as a coin toss or random draw) conducted in a fair and open manner.

The resulting term assignments shall be recorded in the minutes of the meeting at which the election occurred and shall be deemed approved upon approval of those minutes.

5.3 Eligibility Requirements for Directors

Each Director and nominee for Director shall be a natural person who is an Owner, a Resident spouse of an Owner, or an Owner Representative if the Owner is a legal entity. However, such persons are eligible to be a nominee for Director only if they, and their corresponding Unit, are in Good Standing.

An Owner need not be a Resident to serve as a Director.

No more than one individual may serve as a Director on behalf of the same Unit at any given time, whether as an Owner, a trustee of a trust holding a Present Ownership Interest in the Unit, or an Owner Representative of a legal entity Owner of the Unit, regardless of the number of Owners, trustees, or Owner Representatives associated with the Unit.

If no eligible Owner self-certifies as a nominee for Director at least three (3) days before the written notice of a meeting of Members is sent, and if no eligible person is elected to serve as a Director at a duly called meeting of Members for that purpose, then the remaining Director(s) shall appoint a non-Member to fill the vacancy. If no Directors remain under these circumstances, the Manager may appoint a Board composed of non-Member Directors, who shall serve in accordance with Section 4.2 – Term of Directors.

5.4 Powers and Duties of the Board

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

The authority of each Director is equal to that of all other Directors, regardless of any office a Director may hold.

5.5 Delegation of Powers and Duties of the Board

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

Except as limited by applicable law, the Declaration, the Articles of Incorporation, or these Bylaws, the Board acts in all instances on behalf of the Association.

5.6 Resignation of Directors

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

Failure by a Director to attend at least two (2) Board meetings called over a year's period shall be effective as a resignation by the Director if confirmed by an affirmative vote of the Board, unless the Director notified the Board of his or her inability to attend in writing, electronic or otherwise, in advance of each unattended meeting. Failure by a Director to attend at least four (4) Board meetings called over a year's period shall be effective as a resignation by the Director if confirmed by an affirmative vote of the Board, regardless of the Director's notice to the Board. A Director's lack of Good Standing for a period of three (3) consecutive months shall be effective as the resignation of the Director, effective at the end of the last day of the third month. A Director's resignation under this paragraph shall also be effective as a resignation from any office(s) held by the Director.

At the time a resignation takes effect, voluntary or otherwise, a vacancy on the Board shall exist.

5.7 Removal of Directors

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

6 NOMINATION AND ELECTION OF DIRECTORS

6.1 Nomination of Directors

Nominations for Director elections shall be made either in advance of a meeting of Members through a written solicitation issued by the Board or Manager, from the floor at a meeting of Members duly called for Director elections, or both, as determined by the Board. The Board shall ensure that at least one of these nomination methods is used.

If nominations are solicited in advance, the solicitation shall be delivered to all Members eligible to vote no less than ten (10) days and no more than thirty (30) days before the written notice of the meeting is sent. The solicitation shall specify the number of Directors to be elected, the term and eligibility requirements for Directors, the deadline for submitting written nominations—at least three (3) days before the written notice of the meeting is sent—and a statement that each nominee must submit a signed self-certification to the Board accepting the nomination and confirming their eligibility.

To qualify as a solicited nominee, each nominee must submit their signed self-certification to the Board at least three (3) days before the written notice of the meeting is sent. Written ballots listing the names of all qualified self-certified nominees shall be included with the written notice of the meeting.

If nominations are permitted from the floor, each floor nominee must submit a signed self-certification to the Board accepting the nomination and confirming their eligibility before the vote takes place. Owners may vote for a qualified floor nominee by clearly writing the nominee's name on the written ballot.

6.2 Election of Directors

The election of Directors shall be conducted by written ballot, with candidates elected based on the highest number of votes received.

Directors may serve consecutive terms if re-elected.

6.3 Vacancies on the Board

In the event of the death, resignation, or removal of a Director, his or her successor shall be selected by the remaining Director(s) and shall serve as a Director for the remainder of the term, and shall also assume the office held by his or her predecessor. Notwithstanding the foregoing, if the Director was properly removed by the Members, that Director shall not be eligible for selection to serve the remainder of his or her term.

If all positions on the Board become vacant, the Manager shall, in accordance with these Bylaws, call a special meeting of the Members to elect a new Board of Directors. If the Association does not have a Manager, or if the Manager fails to call a special meeting of the Members within two weeks of the entire Board becoming vacant, the first group of ten percent (10%) or more of the Members to provide proper notice of a special meeting of the Members on the door of each Dwelling shall, in accordance with these Bylaws, elect a new Board of Directors at the noticed special meeting of the Members. To be proper in this situation, the notice of the special meeting of the Members shall also include copies of the names, signatures, and Unit addresses of the ten percent (10%) or more of the Members.

7 MEETINGS OF THE BOARD

7.1 Quarterly Board Meetings

Meetings of the Board shall be held quarterly, or more frequently as determined by the Board, and shall be held at a place and time designated by the Board. The place shall be in the County.

The Secretary shall take and maintain Minutes of actions taken at all Board meetings, regardless of meeting type.

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

7.2 Electronic Board Meetings

As arranged by the Board, any or all Directors may participate in a Board meeting by, or the meeting may be conducted entirely through the use of, any means of communication by which all individuals participating in the meeting may communicate with each other during the meeting. Directors and Owners participating in such a meeting shall be considered to be present in person at the meeting.

7.3 Notice of Board Meetings to Directors

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

Directors shall provide an email address to the Secretary for purposes of notice of Board meetings.

7.4 Notice of Board Meetings to Owners

The Association shall provide notice of Board meetings to any Owner who has requested such notification in writing, including their email address. Notice shall be provided by email or any other lawful means, except in cases where notice is included in a previously provided Board meeting schedule or for emergency meetings where each Director receives notice less than 48 hours before the meeting. The Secretary shall maintain an annual list of Owners requesting notifications, and their email addresses. Owners must renew their request in writing, including their email address, to receive notifications for the following fiscal year.

Notice of Board meetings to Owners shall, for each Board meeting, state the place, date, and time of the Board meeting. If any Director may participate in a Board meeting via electronic means, the notice to Owners shall include the necessary information for attending Owners to participate electronically as well.

7.5 Action without a Board Meeting

As further described in the following subsections, the Board may take any action without a Board meeting that may be taken at a Board meeting by obtaining written approval, electronic or otherwise, of a proposed action by a majority of the Directors. Any action so approved shall have the same effect as though taken at a Board meeting, and may be described as such in any document.

The Secretary shall keep and maintain Minutes of actions taken without a meeting.

7.5.1 Written Notice

Written notice of an action to be taken without a Board meeting shall be sent by any Director to all members of the Board. Such notice shall state: (1) the action to be taken; (2) a reasonable time by which each Director must respond to the notice; (3) that failure to respond by the time stated in the notice will have the same effect as: (a) abstaining in writing by the time stated in the notice; and (b) failing to demand in writing by the time stated in the notice that the action not be taken without a Board meeting. Such notice may be sent to Directors electronically or otherwise. Notwithstanding the foregoing, parts (2), (3)(a), and (3)(b) of the notice requirements in this paragraph shall be deemed waived if all Directors vote in response to the notice.

7.5.2 Voting

In response to a written notice of an action to be taken without a Board meeting, each Director may, not later than the time stated in the notice, return his or her signed writing to the other Directors either: (1) for the action; (2) against the action; (3) abstaining from voting; or (4) demanding that the action not be taken without a Board meeting. Such a signed writing may be returned electronically or otherwise.

A Director's failure to respond to the written notice by the time stated therein shall have the same effect as the Director properly and timely demanding in writing that the action not be taken without a Board meeting.

In the event of a Director's timely demand that action not be taken without a Board meeting, the action cannot be taken without a Board meeting. Otherwise, the action is approved only if a majority of the Directors vote in approval of the action within the time stated in the notice.

Signatures on writings may be scanned or may be digital, or electronic signatures in any form consistent with Utah law. An email or other electronic transmission from a Director that clearly communicates his or her vote, abstention, or demand regarding an action shall be considered a signed writing.

7.5.3 Effect

Any action taken without a Board meeting has the same effect as if the action had been taken at a Board meeting, and may be described as such in any document.

7.6 Quorum at Board Meetings

A majority of the Directors shall constitute a quorum sufficient for the Board to conduct Association business. The majority of the Directors shall be determined based on the number of positions on the Board regardless of whether such positions are all filled or vacant.

7.7 Proxy Appointments by Directors

Directors shall attend Board meetings themselves as opposed to by proxy. No proxy appointment by a Director for purposes of a Board meeting or action without a Board meeting shall be effective.

7.8 Conduct at Board Meetings

Attendance at Board meetings is limited to Directors, any Officer or Manager invited by the Board, and those Owners that have requested in writing to be notified of Board meetings, or their attorneys-in-fact; otherwise, non-Owners, Residents or otherwise, shall not attend Board meetings.

Owners who attend Board meetings may be present for all discussion, deliberation, and decisions of the Board. Notwithstanding the foregoing, the Board may close a Board meeting to Owners in order to: (1) consult with an attorney for the purpose of obtaining legal advice; (2) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (3) discuss a personnel matter; (4) discuss a matter relating to contract negotiations, including review of a bid or proposal; (5) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or (6) discuss a delinquent assessment or fine.

Owners shall comply with all reasonable policies and procedures established by the Board for their attendance at Board Meetings, and shall remain silent except when comments are solicited by the Board. The Board may limit Owner comments to a specific period of time during the meeting.

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

7.9 Action by the Board

Any act of the Board shall be valid when a quorum is present at the time of the act unless otherwise required by law, the Declaration, the Articles of Incorporation, or these Bylaws. Each Director present shall have one vote.

8 OFFICERS

8.1 Elected and Appointed Officers

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

The Board may appoint additional officers from time to time, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may determine and memorialize in the Minutes of the Board meeting at which such officers are appointed.

8.2 Term of Officers

Elected officers shall serve for a term of one (1) year, but shall continue to serve until their respective successors are elected, or until their death, resignation, or removal.

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

8.3 Eligibility Requirements for Officers

All elected Officers shall at all times be Directors.

An appointed Officer may be any individual deemed qualified by the Board, whether or not that individual is an Owner.

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

8.4 Election of Officers

Immediately following the election of a Director, each Director shall be deemed to hold an officer position based on their remaining Board term as follows: (1) the Director in the first year of their term shall serve as Secretary, (2) the Director in the second year of their term shall serve as Vice President and Treasurer, and (3) the Director in the third year of their term shall serve as President.

8.5 State Registration Requirement

Within ninety (90) days of the election of a new president of the Association, and in accordance with Section 57-8a-105 of the Act, the Association shall update its registration with the Utah Department of Commerce to reflect the name, address, telephone number, and email address of the new president, or such information as may otherwise be required, who shall be considered the "Chair" (or other Association official as may be required) for purposes of such registration.

8.6 Duties of Officers

Elected Officers shall, subject to the control of the Board, perform the duties provided in this section and such other duties as may be prescribed by the Board.

8.6.1 President

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

In the event the President is unable or unwilling to perform the foregoing duties, any Director or other individual designated by the Board shall assume the role of President for the necessary duration.

8.6.2 Vice-President

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

In the event the Vice-President is unable or unwilling to perform the foregoing duties, any Director or other individual designated by the Board shall assume the role of Vice-President for the necessary duration.

8.6.3 Secretary

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

In the event the Secretary is unable or unwilling to perform the foregoing duties, any Director or other individual designated by the Board shall assume the role of Secretary for the necessary duration.

8.6.4 Treasurer

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

In the event the Treasurer is unable or unwilling to perform the foregoing duties, any Director or other individual designated by the Board shall assume the role of Treasurer for the necessary duration.

8.7 Delegation of Duties of Officers

Unless otherwise limited by law or the Governing Documents, an elected Officer may delegate any or all of his or her duties to any other Officer, elected or appointed, and may engage one or more volunteer assistants from time to time.

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

Any or all of the duties of any Officer may be performed by or through a Manager, or be delegated to the Manager, at the discretion of the Board as determined by written agreement with the Manager or otherwise.

8.8 Resignation of Officers

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

8.9 Removal of Officers

An elected or appointed Officer may be removed from office at any time with or without cause. Removal of an Officer from office shall require a majority vote of the Board. Notwithstanding the foregoing, an Officer removed from office who is also a Director shall remain a Director unless also removed as a Director.

9 COMMITTEES

The Board may appoint such committees as it deems appropriate in carrying out the purposes of the Association. Except as otherwise provided by the Declaration or Articles of Incorporation, a committee shall not have any powers, duties, or responsibilities beyond those expressly assigned by the Board. The Board may terminate any committee or committee member, or revoke any assigned powers, duties, or responsibilities, at any time with or without cause. All such actions shall be memorialized in the Minutes of the Board meeting(s) at which the actions were taken.

With regard to committees and their composition, powers, duties, responsibilities, proceedings, conduct, or any other matter, the Board may adopt further policies and procedures that are not inconsistent with the Declaration or these Bylaws.

Except as provided by applicable law, the Declaration, the Articles of Incorporation, or these Bylaws, all committees shall be strictly advisory in nature. The Board shall remain the sole body authorized to act for and on behalf of the Association and its Members.

10 RULEMAKING PROCEDURES

10.1 Authority for Rulemaking

In accordance with Section 217 of the Act and other applicable law, and as limited by Section 218 of the Act, the Board shall have the authority to adopt, amend, modify, cancel, limit, create exceptions to, expand, or enforce Rules.

10.2 Procedures for Rulemaking

Before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding a Rule, the Board shall: (1) at least fifteen (15) days before the Board meets to consider any of the foregoing actions, deliver notice to all Members of the Board meeting at which the action will be considered; and (2) provide an open forum giving Owners an opportunity to be heard at the Board meeting before the Board takes the action.

The Board shall deliver a notice of any changes to the Rules, along with a publication, electronic or otherwise, or a link thereto, of the current version of all the Rules, to all Members within fifteen (15) days of the Board meeting at which changes to the Rules were made. Each such publication shall include: (1) the name of the Association; (2) an indication that the publication contains the most current Rules of the Association; and (3) the date of the Board meeting at which the most recent changes to the Rules were made.

A Rule may not be inconsistent with any provision of applicable law, the Declaration, the Articles of Incorporation, these Bylaws, or any duly adopted Resolution. Any individual Rule that includes any such inconsistency shall be considered entirely void, without severability, and unenforceable.

10.3 Notice for Rulemaking

Notices relating to Rule changes shall be provided in writing to Members via first-class or registered mail, by electronic means including email or posting on the Association's website, or as otherwise prescribed by law.

10.4 Effective Date of Rules

A Rule, or any changes thereto, shall be effective ten (10) days after the date that a publication containing all of the most current Rules of the Association is provided to the Members by first-class or registered mail, electronic means including email or posting on the Association's website, or as otherwise provided by law.

10.5 Applicability of Rules

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

Owners and Residents of a Unit shall be jointly and severally liable for violations of the Governing Documents by non-owner Residents of the Unit, including for violations by tenants of the Unit. Tenants shall not be responsible for the violations committed by Owners, provided that the tenants do not contribute to such violations.

10.6 Limitations on Rulemaking

In addition to other limitations prescribed by the Act and other applicable law, the Declaration, the Articles of Incorporation, and these Bylaws, the rulemaking powers of the Association, whether exercised through its Board or Members or otherwise, shall be limited as prescribed in the following subparts. Any act or other exercise of power by the Association in violation of the following limitations shall be entirely void, without severability, and unenforceable. Notwithstanding the foregoing, nothing in these limitations shall limit the Association or any other Person from taking lawful actions against illegal acts, or from recovering damages in relation to such illegal acts or arising out of the Association's violation of these limitations.

10.6.1 Equal Treatment

A Rule shall treat similarly situated Owners similarly, and shall treat similarly situated Residents similarly.

10.6.2 United States Flag

The Association shall not prohibit, by Rule or otherwise, a Resident from displaying the United States flag inside a Unit or on a Lot to the extent the display complies with United States Code, Title 4, Chapter 1, The Flag, and with Utah Code Title 57, Chapter 24, Display of Flag. Notwithstanding this prohibition and in relation to displaying the United States flag, no Owner, Resident, or any other Person shall have a right to utilize or modify Common Area in a manner that is not authorized by, or is inconsistent with, the Governing Documents.

10.6.3 Inconsistent Actions

Except as allowed by applicable law, the Association, whether through its Board or otherwise, shall not act or fail to act in a manner that is inconsistent with the provisions of applicable law and the Governing Documents.

10.6.4 Conflicting Rules and Resolutions

The Association shall not establish any Rule that conflicts in any manner with the Act, the Nonprofit Act, other applicable law, the Declaration, the Articles of Incorporation, these Bylaws, or a Resolution. Any such Rule shall be entirely void, without severability, and unenforceable. Nor shall

the Association establish any Resolution that conflicts with the Act, the Nonprofit Act, other applicable law, the Declaration, the Articles of Incorporation, or these Bylaws. Any such Resolution shall be entirely void, without severability, and unenforceable.

11 ENFORCEMENT PROCEDURES

11.1 Authority for Enforcement

In accordance with Utah Code §§ 57-8a-208 and 57-8a-213, the Association shall have the right and power to enforce the Governing Documents and may assess fines against Units, Owners, Residents, and others for violations of the Governing Documents. The Board may not be arbitrary, capricious, or act against public policy in taking or not taking enforcement action. The Board shall ensure consistent administration and enforcement of the Governing Documents.

Failure to enforce any provision of the Governing Documents shall not constitute a waiver or modification of that provision, nor shall it covenant constitute grounds for the abandonment of any covenant. Modification or abandonment of a provision or covenant herein shall only be effected by amendment of these Bylaws as provided for herein.

11.2 Reporting a Violation

Any Owner or Resident may report an alleged violation of the Governing Documents to the Board or Manager. For such a report to be actionable, it must include: (1) the name, address, email address, and phone number of the Owner or Resident making the report; (2) the name and address of the Owner or Resident, or the address of the Util, allegedly in violation; (3) a description of the violation including the approximate date and time it occurred or was witnessed by the individual making the report; (4) identification of the provision(s) of the Governing Documents that was allegedly violated; and (5) a certification by the individual making the report substantially stating the following, "I CERTIFY UNDER PENALTY OF PERJURY THAT I PERSONALLY WITNESSED THE VIOLATION I AM REPORTING AND THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION I AM PROVIDING IS TRUE AND CORRECT. I understand that I may be called as a witness of the violation if my report results in an informal hearing before the Board." A violation report should include pictures of the violation, if possible.

Exhibit D is an example violation report form that meets the requirements of these Bylaws.

NOTE: an alleged violation is not an actual violation until confirmed by the Board or Manager and a Notice of Violation or a Notice of Fine, as applicable, has been issued.

11.3 Effect of Violations

An Owner, Resident, or Unit shall be deemed not in Good Standing during the period of time beginning on the effective date of any notice of violation or notice of fine issued to such Owner, Resident, or Unit and extending through the date that the violation has been resolved and any fines and related charges issued have been fully paid. Owners that are not in Good Standing, and Owners of Units that are not in Good Standing, shall be ineligible to vote in Association elections. An issued notice of violation and an issued notice of fine shall each be considered notice of such ineligibility.

11.4 Notice of Violation

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

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

11.4.1 Content

A notice of violation shall be in writing and shall include: (1) identification of the Unit and, as applicable and available, the party in violation; (2) a brief description of the violation; (3) the date on or about which the violation occurred or was discovered; (4) identification of the provision(s) of the Governing Documents that was violated; (5) a statement that a fine may be assessed if: (a) the violation remains unresolved beyond a stated period of time (which period of time shall be not less than one (1) day and not more than ten (10) days from the date of the notice of violation, or as otherwise provided by law); or (b) a similar violation occurs within one (1) year from the date of the notice of violation; and (6) a statement explaining how the violation can be resolved.

Exhibit E is an example notice of violation that meets the requirements of these Bylaws.

11.4.2 Delivery

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

If the offending party is a tenant of a rental Unit, the notice of violation should be delivered to both the tenant and Owner of the rental Unit.

Copies of all issued notices of violation shall be maintained in the records of the Association.

11.4.3 Effective Date

A notice of violation is effective at the earliest of the following: (1) the date received; (2) five (5) days after the date of mailing; or (3) the date the mailing receipt is signed by or on behalf of the addressee when the notice is sent via registered or certified mail, return receipt requested. Any period of time for resolution stated in a notice of violation shall begin on the effective date of the notice.

11.5 Notice of Fine

Before a notice of fine for a violation can be issued, a notice of violation for a similar violation must have first been issued pursuant to Section 208 of the Act.

In the event of a violation of the Governing Documents, and after the issuance of a preceding notice of violation or notice of fine for a similar violation, the Association should issue a notice of fine against the offending party and/or the offending Unit, as the case may be, provided that: (1) the violation remained unresolved after the period of time for resolution stated in the preceding notice of violation or notice of fine; or (2) the violation occurred within a year of the effective date of the preceding notice of violation or notice of fine.

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

11.5.1 Content

A notice of fine shall be in writing and shall include: (1) identification of the Unit and, as applicable and available, the party in violation; (2) a brief description of the violation; (3) the date on or about which the violation occurred or was discovered; (4) identification of the provision(s) of the Governing Documents that was violated; (5) the date on which the preceding notice of violation or notice or fine was sent; (6) the amount of the fine being assessed and where it is specified in the Governing Documents; (7) a statement that the amount of the fine shall be assessed as of the date of the notice of fine; (8) a statement that: (a) the fine is due and payable immediately or as otherwise provided by the Governing Documents, whichever is later, (b) that late charges may apply if the fine is not timely paid, (c) that interest may apply if the fine is not timely paid, (d) that Units and/or Owners with unresolved violations or past-due amounts are deemed not in Good Standing and thus become ineligible to vote in Association elections, and (e) that the fine may constitute a lien that may be enforced by the sale of the Unit; (9) a statement that an additional fine may be assessed if: (a) the violation remains unresolved beyond a stated period of time (which period of time shall be not less than one (1) day and not more than ten (10) days from the date of the notice of fine, or as otherwise provided by law); or (b) a similar violation occurs within one year from the date of the written notice of fine; and (10) a statement explaining how the violation can be resolved.

Exhibit F is an example notice of fine that meets the requirements of these Bylaws.

11.5.2 Delivery

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

If the offending party is a tenant of a rental Unit, the notice of fine should be delivered to both the tenant and Owner of the rental Unit.

Copies of all issued notices of fine shall be maintained in the records of the Association.

11.5.3 Effective Date

A notice of fine is effective at the earliest of the following: (1) the date received; (2) five (5) days after the date of mailing; or (3) the date the receipt is signed by or on behalf of the addressee when the notice is sent via registered or certified mail, return receipt requested. Any period of time for resolution stated in a notice of fine shall begin on the effective date of the notice.

11.6 Schedule of Fines

11.6.1 First Violation

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

11.6.2 Second Violation

A fine in the amount of \$50 (fifty US dollars) shall be assessed if the first violation is not timely resolved or if a second similar violation occurs within a year of the first violation.

11.6.3 Third Violation

A fine in the amount of \$100 (one hundred US dollars) shall be assessed if the second violation is not timely resolved or if a third similar violation occurs within a year of the second violation.

11.6.4 Fourth Violation

A fine in the amount of \$150 (one hundred and fifty US dollars) shall be assessed if the third violation is not timely resolved or if a fourth or subsequent similar violation occurs within a year of the third violation.

11.7 Amount of Fines

The Board may, by Resolution, increase the amount of the fine imposed for a second violation. If it does so, the fines for a third and fourth violation shall automatically increase by the same percentage as the increase applied to the second violation.

11.8 Assessment of Fines

The amount of a fine shall be assessed against a Unit's and its Member's account and, as applicable, against the account of a tenant Resident(s) of the Unit, and/or others as of the effective date a notice of fine.

If a particular violation continues unresolved through a fourth violation (i.e., a violation occurs that results in an initial Notice of Violation and that violation continues unresolved and/or repeated for three subsequent Notices of Fine) the Association may submit the violation to an attorney for further resolution. In such a situation, the Owner(s) of the Unit and, as applicable, the Resident(s) of the Unit shall be jointly and severally liable for all costs related to submission to an attorney for resolution including collection costs.

12 CORPORATE RECORDS

12.1 Record Keeping

Consistent with Section 227(1) of the Act and Section 1601(5) of the Nonprofit Act, and in addition to all other requirements under applicable law, the Association shall keep copies of the following records (the "Records") at its principal office: (1) the Declaration; (2) the Articles of Incorporation; (3) these Bylaws; (4) any adopted Resolutions; (5) the Minutes of all meetings of Members held over the most recent three (3) year period; (6) the Minutes of all Board meetings held over the most recent three (3) year period; (7) records of all actions taken without a meeting over the most recent three (3) year period; (8) all written communications to Members generally as Members for the most recent three (3) year period; (9) a list of the names, addresses, and email addresses of the current Directors and Officers; (10) the Association's most recent annual and other published financial statements, if any, for periods ending during the last three (3) years; (11) the most recent budget of the Association; (12) the most recent Reserve Study of the Association; and (13) certificates of insurance for each insurance policy held by the Association, or copies of the policies themselves.

12.2 Record Availability

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

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

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

13 AMENDMENTS

13.1 Amendment of Bylaws

These Bylaws may be amended by the approval of at least sixty-seven percent (67%) of the Members in Good Standing. Such approval to amend these Bylaws shall be obtained by an action by written ballot.

A Director may execute, certify, and record any duly approved amendment or restatement of these Bylaws. Any such amendment or restatement shall be prepared at the request of the Board by an attorney licensed to practice law in the State of Utah.

13.2 Amendment Effective Date

Amendments to these Bylaws shall not be effective until duly recorded in the recorder's office of the County.

14 INDEMNIFICATION

14.1 Indemnification by the Association

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

14.2 Directors and Officers Insurance Requirement

Mandatory Coverage: The Association shall obtain and maintain Directors and Officers (D&O) liability insurance that protects the Association and its Board members, officers, committee members, volunteers, employees, and any managers and their employees against claims arising from alleged governance-related acts, errors, or omissions. To the extent available and insurable, such coverage shall include: (1) wrongful acts, errors, or omissions in the performance of official duties;

(2) mismanagement, negligence, or breach of fiduciary duty; (3) failure to maintain adequate reserves or to comply with statutory reserve funding requirements; (4) failure to enforce the Governing Documents or to comply with applicable law; (5) failure to maintain required records, minutes, disclosures, or financial reporting; (6) breach of contract, to the extent permitted by law and insurable under applicable policy terms; (7) claims for monetary or non-monetary relief, including injunctive or declaratory remedies; (8) claims brought under fair housing, anti-discrimination, or civil rights laws; (9) defamation, libel, slander, or similar reputational harm; (10) third-party claims brought by vendors, governmental entities, or other non-Member parties; (11) defense costs paid outside policy limits; and (12) actions or omissions of committee members acting within the scope of their delegated authority.

Coverage Limits: The policy shall provide limits of not less than \$2,000,000 (two million U.S. Dollars) per claim.

Deductible: The policy shall include a deductible not to exceed \$1,000 (one thousand U.S. Dollars) per claim, unless the Board determines—based on a written, good-faith analysis recorded in the minutes—that a higher amount is commercially reasonable in light of premium cost, available coverage options, and relevant risk factors.

Tail Coverage: The Association shall use commercially reasonable efforts to obtain D&O insurance that includes a minimum of one (1) year of tail coverage following policy expiration or cancellation, to protect against post-termination claims arising from acts occurring during the policy term.

15 GENERAL

15.1 Principle Place of Business

The principal place of business of the Association shall be at the address indicated in the Utah Department of Commerce Homeowner Associations Registry as such may change from time to time.

15.2 Applicability

These Bylaws shall apply to and be binding upon all Owners and Residents and, to the extent not prohibited by law, all Persons who enter upon or in any way make use of the Common Area.

15.3 Conflicts

Notwithstanding anything contrary in the Governing Document and pursuant to Section 228(5) of the Act, in the event of any conflict in the Governing Documents and applicable law, the provisions of (1) the Act, (2) the Nonprofit Act, (3) the Plat and Declaration equally, (4) the Articles of Incorporation, (5) these Bylaws, (6) Resolutions of the Association's membership from newest to oldest, (7) Resolutions of the Board from newest to oldest, and (8) Rules shall prevail in that order.

15.4 Incorporation of Governing Documents

For purposes of interpreting the Nonprofit Act as applied to the Association, the Declaration—including any amendments, restatements, or replacements thereof—shall be deemed an integral component of these Bylaws. All Rules, Resolutions, and other governing documents—including any

duly adopted amendments, restatements, or replacements—enacted under the authority of the Declaration, these Bylaws, the Articles, or applicable law shall likewise be deemed incorporated into these Bylaws to the fullest extent permitted by law. Any reference in the Nonprofit Act to a provision of the Bylaws shall be construed to include all such incorporated documents, consistent with the priority of authority established in Utah Code § 57-8a-228(5).

If any portion of this Section—or of any incorporated provision—is determined to be invalid, unenforceable, or inapplicable under the Nonprofit Act, but remains valid under the Act, other applicable law, or another Governing Document, such provision shall be deemed excluded from incorporation into these Bylaws solely for purposes of compliance with the Nonprofit Act and shall remain fully effective and enforceable in all other contexts. All remaining provisions of this Section and any incorporated documents shall remain in full force and effect and shall be interpreted to preserve the broadest lawful effect of this incorporation, consistent with Utah Code § 57-8a-228(5).

Notwithstanding anything to the contrary herein, nothing in this Section shall be construed to alter, override, or subject to Bylaw procedures any provision of the Declaration, the Articles of Incorporation, or any other Governing Document that is incorporated or referenced herein. Each such document shall remain subject to its own terms and to the amendment and governance procedures applicable to it under the Governing Documents and applicable law. The interpretive incorporation set forth in this Section is solely for purposes of construing references to “bylaws” under the Nonprofit Act and shall not be construed to merge or subordinate the authority of any such incorporated document.

15.5 Compensation

No Director, elected Officer, committee member, or other volunteer shall receive compensation for their services. However, Directors, Officers, and other volunteers may be reimbursed for actual expenses incurred in the performance of their duties, provided such expenses were approved in writing in advance by the Board; otherwise, such expenses may be reimbursed at the Board’s discretion.

A Manager, contractor, employee, or other Person compensated by the Association may, unrelated to their compensated services, serve as a Director or Officer to the extent authorized by these Bylaws, but shall not receive additional compensation for those services.

15.6 No Estoppel or Reliance

No person may rely on any statement, representation, or authorization by the Board, any Director, the Manager, or any other agent of the Association that is contrary to the Governing Documents, including these Bylaws, regardless of the circumstances or the manner in which such statement or action was made. No claim of estoppel, waiver, detrimental reliance, or any similar equitable theory shall be enforceable against the Association based on such reliance.

Nothing in this Section limits the Association’s ability to assert any equitable or legal claims or defenses—including estoppel, waiver, or similar doctrines—in enforcing the Governing Documents, protecting its interests, or defending itself in any legal or administrative proceeding.

15.7 Waiver

Failure of the Association at any time to enforce any provision or covenant of these Bylaws or the other Governing Documents shall not be construed as a waiver of the Association's right to enforce such provision or covenant, or as a waiver, abandonment, or modification of such provision or covenant. Modification or abandonment of a provision or covenant herein shall only be effected by amendment of these Bylaws as provided for herein.

15.8 Time Limit for Claims

Any claim, action, proceeding, or other form of litigation arising out of or related to these Bylaws or any other Governing Document, and brought by any party against the Association or any of its Directors, Officers, agents, volunteers, Managers, contractors, or employees, must be commenced within twelve (12) months after the cause of action accrues. Any such claim not commenced within this twelve-month period shall be deemed forever waived and barred, notwithstanding any longer limitation period that might otherwise apply under law.

15.9 Governing Law

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

15.10 Jurisdiction

Any action, suit, or other proceeding arising out of these Bylaws, or the other Governing Documents, shall be brought in a court of the State of Utah or in a federal court located therein. To the extent not prohibited by law, all Owners and Residents, and all other Persons who at any time have entered upon or in any way made use of the Common Area, irrevocably consent and submit to the exclusive jurisdiction of such courts for the purpose of any such action, suit, or proceeding.

15.11 Severability

Should any term, condition, provision, covenant, or portion of these Bylaws or the other Governing Documents, or any other aspect of such, be held invalid or unenforceable for any reason (an "Invalid Term"), such Invalid Term shall be removed or restructured and then interpreted as determined by a court of competent jurisdiction so as to accomplish the intent of the Invalid Term in view of the Governing Documents, and the balance of such shall remain in full force and effect.

15.12 Gender and Number

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

15.13 Headings

Unless expressly stated otherwise, headings in these Bylaws and the other Governing Documents are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.

IN WITNESS WHEREOF, the undersigned Declarant has executed these Bylaws on the date first set forth below.

THE DECLARANT

Michael C. Bastian
Mike Bastian, Manager
Castle Creek Homes II, LLC, a Utah limited liability company

State of Utah)
) ss.
County of Weber)

On the 24th day of November, in the year 2025, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, stated that he is the Manager of Castle Creek Homes II, LLC, the Declarant named in the foregoing instrument, did sign this instrument of his own free will, and that the Declarant shall be bound by the same pursuant to authority granted under applicable law.

(Seal)



Tanner Scott
NOTARY PUBLIC SIGNATURE

The undersigned, as a duly appointed initial Director of the Association, hereby certifies that the Board of Directors duly adopted these Bylaws on the date first set forth below, subject to their effectiveness upon recordation in the official records of the County Recorder as an Exhibit to the Declaration, in accordance with Utah Code § 57-8a-218(2).

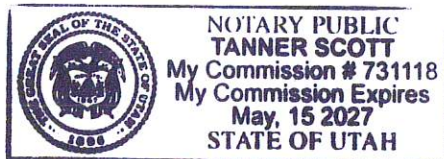
THE ASSOCIATION

Michael C. Bastian
Mike Bastian, Director
Patriot Pointe Homeowners Association, a Utah nonprofit corporation

State of Utah)
) ss.
County of Weber)

On the 24th day of November, in the year 2025, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, stated that he is a duly appointed initial Director of Patriot Pointe Homeowners Association, did sign this instrument of his own free will, and that the Association shall be bound by the same, having duly adopted and approved it through action of its Board of Directors.

(Seal)



Tanner Scott
NOTARY PUBLIC SIGNATURE

EXHIBIT A – Example Proxy Appointment Form

PROXY APPOINTMENT FORM

Unit Address: _____

BE IT KNOWN, that I, _____, the undersigned,
hereby appoint _____ as my true and lawful
attorney-in-fact and agent for me, and in my name, place and stead, to vote as my
proxy at the association meeting to be held on _____ or any
adjournment thereof (the "Meeting"), for the transaction of any business which may
legally come before the meeting, and for me and in my name, to act as fully as I
could do if personally present, and I herewith revoke any other proxy heretofore
given.

WITNESS my hand and seal this ____ day of _____ in the year

Signed: _____

Name: _____

**BY SIGNING THIS PROXY APPOINTMENT I CERTIFY UNDER PENALTY OF PERJURY THAT THE
PROVIDED INFORMATION IS COMPLETE, TRUE, AND CORRECT AND THAT, IF THE OWNER IS A
LEGAL ENTITY, I AM A DULY AUTHORIZED REPRESENTATIVE OF THE OWNER FOR PURPOSES OF
THIS PROXY APPOINTMENT.**

EXHIBIT B – Example Written Ballot for a Proposed Action

Title of Proposed Action

(Include a *description* of the proposed action here)

Yes No

Unit Address: _____

Owner Name: _____

Is the Owner a Legal Entity? Yes No; **NOTE:** Owner's full legal name required.

Owner Address: _____

Voter Name: _____ Title: _____

Required only if different than Owner Name; **NOTE:** Voter's full legal name required.

Voter Address: _____

Required only if different than Owner Address.

Email: _____ Phone: _____

Signature: _____

I am signing as: an Owner, an Owner's Proxy or agent, or an Authorized Representative of an Owner that is a legal entity.

BY SIGNING THIS BALLOT I CERTIFY UNDER PENALTY OF PERJURY THAT THE PROVIDED INFORMATION IS COMPLETE, TRUE, AND CORRECT AND THAT, IF THE OWNER IS A LEGAL ENTITY, I AM A DULY AUTHORIZED REPRESENTATIVE OF THE OWNER FOR PURPOSES OF THIS ACTION BY WRITTEN BALLOT.

IMPORTANT: All information requested above is required unless indicated otherwise. Your fully completed ballot must be received by the Association no later than <date> or it will be invalid and not counted. The number of valid written ballots required to meet quorum requirements for each proposed action is the number of ballots timely received by the Association. 'Yes' votes on a majority of valid ballots are required to approve the proposed action.

WARNING: ONLY ONE VOTE IS ALLOWED PER LOT. If more than one written ballot is received by the Association from the Owner(s) or its agent for the same Unit, then all of the written ballots received for that Lot shall be considered invalid and shall not be counted.

EXHIBIT C – Example Written Ballot for an Election of Candidate(s)

Election Ballot – Election of Directors

Vote for one (1) of the following candidates:

Candidate 1 Candidate 2 Candidate 3

Unit Address: _____

Owner Name: _____

Is the Owner a Legal Entity? Yes No; **NOTE:** Owner's full legal name required.

Owner Address: _____

Voter Name: _____ Title: _____

Required only if different than Owner Name; **NOTE:** Voter's full legal name required.

Voter Address: _____

Required only if different than Owner Address.

Email: _____ Phone: _____

Signature: _____

I am signing as: an Owner, an Owner's Proxy or agent, or an Authorized Representative of an Owner that is a legal entity.

BY SIGNING THIS BALLOT I CERTIFY UNDER PENALTY OF PERJURY THAT THE PROVIDED INFORMATION IS COMPLETE, TRUE, AND CORRECT AND THAT, IF THE OWNER IS A LEGAL ENTITY, I AM A DULY AUTHORIZED REPRESENTATIVE OF THE OWNER FOR PURPOSES OF THIS ACTION BY WRITTEN BALLOT.

IMPORTANT: All information requested above is required unless indicated otherwise. Your fully completed ballot must be received by the Association no later than <date> or it will be invalid and not counted. The number of valid written ballots required to meet quorum requirements for each proposed action is the number of ballots timely received by the Association. The two (2) candidates receiving the most votes will be elected. **If more than two (2) candidates are selected on this ballot then it shall be considered invalid and shall not be counted.**

WARNING: ONLY ONE VOTE IS ALLOWED PER LOT. If more than one written ballot is received by the Association from the Owner(s) or its agent for the same Unit, then all of the written ballots received for that Lot shall be considered invalid and shall not be counted.

EXHIBIT D – Example Violation Report Form

VIOLATION REPORT FORM

<name of HOA>

My Name: _____, Phone: _____

My Address: _____, Email: _____

Name and Address of violator or Unit in violation:

Description, date and time of violation:

Provision(s) of Governing Documents that was violated:

Please provide pictures of the violation if available.

My Certifying Signature: _____

I CERTIFY UNDER PENALTY OF PERJURY THAT I PERSONALLY WITNESSED THE VIOLATION I AM REPORTING AND THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION I AM PROVIDING IS TRUE AND CORRECT. I understand that I may be called as a witness of the violation if my report results in an informal hearing before the Board.

EXHIBIT E – Example Notice of Violation

NOTICE OF VIOLATION

<date of notice>

Unit Address: _____

This is a formal notice that you are in violation of the following sections of the Governing Documents: *<list applicable sections here>*.

<copy relevant text of applicable sections here>

The specific violation occurred or was discovered on or about *<date>* and was: *<brief description of the violation and, as applicable and available, the party involved>*.

This violation can be resolved by: *<description of how to resolve the violation>*.

Failure to resolve this violation by *<date>*, or any occurrence of a similar violation within one year of the date of this notice, may result in a fine being assessed against the Unit and/or the Owner(s) and/or Resident(s) of the Unit.

Failure to timely resolve this violation may result in further action including but not limited to a lien against the Unit, legal proceedings, foreclosure, and/or termination of rights to vote.

All communication regarding this notice shall be in writing to:

The Homeowners Association
<email address>

EXHIBIT F – Example Notice of Fine

NOTICE OF FINE

<date of notice>

Unit Address: _____

This is a formal notice that you are in violation of the following sections of the Governing Documents: *<list applicable sections here>*.

<copy relevant text of applicable sections here>

The specific violation occurred or was discovered on or about *<date>* and was: *<brief description of the violation and, as applicable and available, the party involved>*.

On *<date(s)>* a prior notice(s) was issued for a similar violation(s) of the same sections of the Governing Documents.

FINE AMOUNT: _____. This amount must be paid by *<date>* or within *<time period>* days of the date of this notice. Late payments may be subject to late charges, interest, collection costs, and/or attorney fees. Units and/or Owners with amounts past due may be deemed not in good standing and thus become ineligible to vote in Association elections. Past-due amounts may constitute a lien against the Unit which may be foreclosed.

This violation can be resolved by: *<description of how to resolve the violation>*.

Failure to resolve this violation by *<date>*, or any occurrence of a similar violation within one year of the date of this notice, may result in another fine being assessed against the Unit and/or the Owner(s) and/or Resident(s) of the Unit.

Failure to timely resolve this violation may result in further action including but not limited to a lien against the Unit, legal proceedings, foreclosure, and/or termination of rights to vote.

All communication regarding this notice shall be in writing to:

The Homeowners Association
<email address>

Filed in the Office of <i>Alan Watson</i>	Filing Number 2506428749311
Director, Division of Corporations and Commercial Code	Filed On May 27, 2025 03:10 PM
Filed in the state of Utah	UIN ID 14572326-0140
	Number of Pages 6

ARTICLES OF INCORPORATION
PATRIOT POINTE HOMEOWNERS
ASSOCIATION
A UTAH NONPROFIT CORPORATION

I, the undersigned Incorporator, being a natural person of legal age (18 years or older), hereby adopt and execute these Articles of Incorporation for the purpose of forming a nonprofit corporation, which shall be governed by and subject to the provisions of the Utah Revised Nonprofit Corporation Act, Utah Code 16-6a-101 *et seq.*, as it may be amended from time to time (the "Nonprofit Act").

ARTICLE I Incorporator Information

The name and address of the Incorporator are as follows:

Mike Bastian
1877 W 4000 S
Roy, UT 84067

ARTICLE II Corporation Name and Initial Office

The name of the nonprofit corporation is **PATRIOT POINTE HOMEOWNERS ASSOCIATION** (the "Corporation"). The address of the Corporation's principal office shall be:

1877 W 4000 S
Roy, UT 84067

The Corporation may change its principal office address from time to time by the Declarant during the period of administrative control or by resolution of the Board of Directors.

ARTICLE III Registered Agent

The Corporation shall maintain a registered office and a registered agent in the state of Utah, as required by law. The initial registered agent of the Corporation in the state of Utah shall be:

Mike Bastian
1877 W 4000 S
Roy, UT 84067

The Corporation may change its registered agent from time to time by the Declarant during the period of administrative control or by resolution of the Board of Directors.

ARTICLE IV Duration

The duration of the Corporation shall be perpetual.

ARTICLE V Purpose

The Corporation shall operate for the purpose of acquiring, constructing, managing, maintaining, and caring for the property of the Association in accordance with the Nonprofit Act, other applicable laws, its duly recorded Declaration of Covenants, Conditions, and Restrictions (as may be adopted, amended, or restated from time to time, the "Declaration"), and the Association's other governing documents.

No part of the net earnings of the Association shall be distributed to its Directors, Officers, committee members, volunteers, members, or other individuals, except when returning excess assessments to members in compliance with applicable law.

ARTICLE VI Homeowners Association

A homeowners association with the same name as the Corporation has been, or shall be, established in accordance with the **Utah Community Association Act** (Utah Code § 57-8a-101 *et seq.*) (the "Act"). Upon the filing of the required governing documents of the Association, it shall be deemed organized as a Utah nonprofit corporation—i.e., the Corporation—pursuant to Section 228(2) of the Act.

Except as the context may otherwise require, the terms "Corporation" and "Association" as used herein generally refer to the same entity.

ARTICLE VII Fiscal Year

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of each year, except that the first fiscal year shall begin on the date of the Association's incorporation.

ARTICLE VIII Election to File Under Section 528 of the Internal Revenue Code

The Corporation hereby elects to be taxed as a homeowners association under Section 528 of the Internal Revenue Code of 1986, as amended, and shall annually file Form 1120-H (U.S. Income Tax Return for Homeowners Associations) to report its income and expenses in accordance with the requirements set forth under Section 528. The Corporation shall operate for the purpose of acquiring, constructing, managing, maintaining, and caring for the property of the Association, as required under Section 528(c)(1).

ARTICLE IX Declarant of the Homeowners Association

Castle Creek Homes II, LLC, a Utah limited liability company, (the "Declarant") is the Declarant of the Association and shall retain a period of administrative control over the Association, the terms of which shall be specified in the Declaration.

ARTICLE X Powers, Limitations, and Restrictions

The powers of the Association shall include all those granted by the Declaration, these Articles of Incorporation, the Bylaws, and the general powers enumerated in the Nonprofit Act, including Section 302, as well as any other applicable laws. These powers shall be subject to any limitations imposed by the Declaration, Articles of Incorporation, or the Bylaws.

ARTICLE XI Board of Directors

The Association shall have a board of directors (the "Directors" or the "Board of Directors") which shall be appointed and organized in accordance with the Bylaws. Notwithstanding the foregoing, the initial Directors shall be comprised of the following individual(s):

Mike Bastian	Leslie Harris	Nate Shulz
1877 W 4000 S	1877 W 4000 S	1877 W 4000 S
Roy, UT 84067	Roy, UT 84067	Roy, UT 84067

During the Declarant's period of administrative control as described in the Declaration and pursuant to Section 801(2)(b) of the Nonprofit Act, the individual(s) listed above as the initial Directors, regardless of their number, are authorized to exercise all the powers that would otherwise be vested in the Board of Directors, and all such exercises of power shall be considered as acts of the Board of Directors.

Consistent with Section 805(2) of the Nonprofit Act, and unless otherwise provided in the Bylaws, the terms of the initial Directors shall expire at the first meeting of the members of the Association following the termination of the Declarant's period of administrative control, during which Directors from the membership shall be elected in accordance with the Bylaws.

No Director shall be compensated for their services, except as otherwise provided in the Declaration or Bylaws. However, Directors may be reimbursed for reasonable expenses incurred in the performance of their duties, subject to Board approval.

ARTICLE XII Officers

The Association shall have officers (the "Officers") which shall be appointed and organized in accordance with the Bylaws. Notwithstanding the foregoing, the initial Officers, including the offices of president, vice president, secretary, and treasurer, as applicable, shall be the initial Director(s), as determined among themselves from time to time.

No Officer shall be compensated for their services, except as otherwise provided in the Declaration or Bylaws. However, Officers may be reimbursed for reasonable expenses incurred in the performance of their duties, subject to Board approval.

ARTICLE XIII Director and Officer Liability and Indemnification

To the fullest extent permitted by law, no Director or Officer (including the initial Director(s) and Officers) shall be liable to the Corporation, the Association, or its members for monetary damages, except in cases of willful misconduct, gross negligence, or other conduct expressly precluded by law.

To the fullest extent permitted by the Nonprofit Act as amended from time to time, the Corporation shall indemnify its Directors and Officers (including the initial Director(s) and Officers) for any actions or inactions taken in good faith on behalf of the Corporation, the Association, or its members except as limited by applicable law, the Declaration, the Bylaws, or the Association's other governing documents.

ARTICLE XIV Membership, Voting Rights, and Stock

The Association shall have members with voting rights, and may have members without voting rights, as provided in the Declaration. Persons shall be admitted as members in accordance with the Declaration, the Bylaws, and other governing documents of the Association.

The Association is, or shall be, organized as a nonprofit corporation—i.e., the Corporation—and shall not issue stock or, except as otherwise provided in the Association's governing documents, any interests in water or other property rights.

ARTICLE XV Bylaws

The initial Directors shall adopt and record the bylaws of the Association (the "Bylaws"), which shall not be inconsistent with applicable law, the Declaration, or these Articles of Incorporation.

ARTICLE XVI Designation of Agent

The Corporation may, from time to time and by notarized instrument executed by the Declarant or at least one authorized member of the Board of Directors, designate an agent (the "Designated Agent") to manage the affairs of the Association and conduct the business of the Corporation. All such actions taken by the Designated Agent shall be considered as actions of the Board of Directors. Such management and business shall include, but is not limited to: (1) Real Property; (2) Banks and Other Financial Institutions; (3) Operation of Entity or Business; (4) Insurance and Annuities; (5) Claims and Litigation; and (6) Taxes, as described in Utah Code, Title 75, Chapter 9 – Uniform Power of Attorney Act, as amended from time to time, regardless of whether those provisions were intended to apply to the Corporation or the Association.¹

The Designated Agent may also serve as the manager of the Association and may delegate its authority to act on behalf of the Association to one or more of its representatives or employees, subject to prior approval by the Board of Directors.

¹The reference to categories of authority described in Utah Code Title 75, Chapter 9 (Uniform Power of Attorney Act) is provided solely for organizational convenience in outlining the scope of agency powers. It is not intended to incorporate or impose upon the Corporation, the Association, the Declarant, or any Director, Officer, or Designated Agent the fiduciary duties, obligations, or legal framework otherwise applicable to powers of attorney under Title 75, except where expressly required by other applicable law. The Designated Agent acts solely in a corporate representative capacity and not as a personal attorney-in-fact under the Uniform Power of Attorney Act.

ARTICLE XVII Conflict

In the event of any conflict or inconsistency between these Articles of Incorporation and the Declaration, the provisions of the Declaration shall prevail.

ARTICLE XVIII Amendment

The Association may amend these Articles of Incorporation by an assenting vote of sixty-seven percent (67%) of the voting membership, in accordance with the voting provisions set forth in the Declaration. Such amendments shall not be effective until duly filed with the Utah Department of Commerce.

Notwithstanding the foregoing, during the Declarant's period of administrative control, as described in the Declaration, the Declarant or the Board of Directors may unilaterally amend these Articles of Incorporation.

ARTICLE XIX Perpetual Existence and No Voluntary Dissolution

The Corporation is intended to exist in perpetuity. Because the Corporation holds non-transferable obligations and maintains property and improvements essential to the ongoing use and value of the lots within the community, the Corporation may not be voluntarily dissolved by vote of the members or otherwise, and no such action shall be permitted or recognized unless required by a final order of a court of competent jurisdiction and consistent with applicable law. In the event the Corporation is nevertheless involuntarily dissolved or otherwise terminated, the procedures set forth in ARTICLE XX shall apply.

ARTICLE XX Dissolution, Reinstatement, and Reincorporation

In the event the Corporation is administratively dissolved, voluntarily dissolved, or otherwise terminated, the Declarant or the Board of Directors shall take appropriate action to reinstate the Corporation in accordance with applicable law. If neither the Declarant nor the Board of Directors takes timely action, any member of the Association may take such action.

If reinstatement is not reasonably practicable, the Association may be reincorporated pursuant to Utah Code § 57-8a-221 by the Declarant, the Board of Directors, or—if neither takes timely action—any member of the Association acting as the incorporator. If any members of the previous Board were actively serving at the time of dissolution or termination and are available and willing to serve, they shall be designated as the initial or acting directors and shall be listed in the Articles of Incorporation filed for reincorporation. If no such individuals are available or willing to serve, then no directors shall be listed in the Articles of Incorporation, and a new Board shall be elected in accordance with the Bylaws as soon as reasonably practicable following reincorporation.

Signatures

DATED this 27 day of May in the year 2025.

INCORPORATOR:

Michael C. Bastian
Mike Bastian

Acceptance of Appointment and Consent to Serve as Registered Agent

I hereby acknowledge, accept, and consent to my designation or appointment as a registered agent in Utah on behalf of Patriot Pointe Homeowners Association—the represented entity. I understand that it is my responsibility to receive any process, notice, or demand that is served on me as the registered agent of the represented entity, to forward such notices to the represented entity at the address most recently provided by the entity, to keep current the information required by Utah Code §§ 16-17-203(1) or 16-17-204(1) in the most recent registered agent filing for the entity, and, in the event of my resignation, to promptly notify the represented entity in a record of the date on which a statement of resignation was filed.

REGISTERED AGENT:

Michael C. Bastian
Mike Bastian

Date: 5.27.25