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WHEN RECORDED RETURN TO:

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RECORDER, SALT LAKE COUNTY, UTAH
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BY: ARG, DEPUTY - WI 52 P.

**THE AMENDED AND RESTATED
ENABLING DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE COTTAGES AT SYCAMORES
A Utah Condominium Project
(Including Association Bylaws)**

THIS AMENDED AND RESTATED DECLARATION made and executed on the date evidenced below, by Bach Homes, LLC, (hereinafter referred to as "The Declarant"), subject to and pursuant to the provisions of the Utah Condominium Ownership Act (the "Act").

RECITALS:

A. The Declarant is the owner of certain land in Salt Lake County, Utah, shown on the plat entitled, and attached hereto as **Exhibit "A"** (the "Property"), "The Cottages at Sycamores Condominiums Amending the Sycamores at Jordan Hills, Phase 1, Lot 3" recorded among the Recorder's Office of Salt Lake County, Utah (the "Recorder's Office").

B. The Declarant has and is constructing upon the Property, a Condominium Project, including certain Units and other improvements. All of such construction has been, or is to be, performed in accordance with the plans contained in the Record of Survey Map as has been recorded with the Salt Lake County Recorder's Office.

C. The Declarant desires, by filing this Declaration and the Record of Survey Map, to submit the Property and all improvements now or hereafter constructed thereon to the provisions of the Act as a Condominium Project to be known as The Cottages at Sycamores Condominiums.

D. There shall be one (1) project containing thirty-nine (39) Units, which shall be known as The Cottages at Sycamores Condominiums. The Declarant intends that all the Units will be governed by a Management Committee, shall have shared common areas and all Units shall contribute equally to the maintenance of the common areas.

E. The Declarant intends to sell to various purchasers the fee title to the individual Units contained in the Project, together with the undivided ownership interests in the Common Areas and Facilities appurtenant to such Units, subject to the following covenants, conditions, restrictions, easements and limitations herein set forth which are hereby declared to be for the benefit of the whole tract and all of the property described herein and the owners thereof, their successors and assigns.

F. These covenants, conditions, restrictions, easements and limitations shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

NOW, THEREFORE, for the foregoing purposes, Declarant hereby makes the following Declaration:

ARTICLE I

DEFINITIONS

When used in this Declaration (including in that portion hereof headed "Recitals" and in the By-Laws attached hereto as **Exhibit "C"**) the following terms shall have the meaning indicated.

1.1 **Act** shall mean and refer to the Utah Condominium Ownership Act (Section 57-8-1 et seq., Utah Code Annotated, 1953), as the same may be amended from time to time.

1.2 **Assessments** shall mean and refer to (1) regular assessments; (2) special assessments; and/or (3) individual assessment as set forth below.

1.3 **Association** shall mean and refer to the Association of Unit Owners of The Cottages at Sycamores Condominiums which shall be known as "The Cottages at Sycamores Homeowners Association, Inc." Every Unit Owner of The Cottages at Sycamores Condominiums shall automatically be a member of the Association. Membership in the Association shall be appurtenant to the Unit in which the Owner has the necessary interest, and shall not be separated from the Unit to which it appertains. The property, business and affairs of the Association shall be governed by the Management Committee.

1.4 **Building** shall mean and refer to a structure containing Unit(s). There are ten (10) buildings within the Condominium Project as further described herein.

1.5 **Common Areas and Facilities or Common Areas** shall mean, refer to, and include:

(a) The real property and interests in real property which this Declaration submits to the terms of the Act.

(b) The real property and interests in real property which comprise The Cottages at Sycamores Condominiums.

(c) All garden areas and lawns, including, but not limited to, play areas, gazebos and other amenities located within the project;

(d) All Common Areas and Facilities designated as such in the Survey Maps for The Cottages at Sycamores Condominiums.

(e) All Limited Common Areas and Facilities.

(f) All foundations, roofs, columns, girders, beams, supports, and perimeter walls constituting a portion of or included in the improvements which comprise a part of the Project, and any halls, corridors, stairs, stairways, elevator, entrances and exits which are designed for the use of more than one Unit.

(g) All installations for and all equipment connected with the furnishing of Project utility services, such as electricity, gas, water and sewer.

(h) In general all apparatus, installations, and facilities included within the Project and existing for common use.

(i) The Project outdoor lighting, fences, landscape, sidewalks, parking spaces, driveways and roads (unless the parking spaces and roads have been dedicated to the public).

(j) All portions of the Project not specifically included within the individual Units.

(k) All other parts of the project normally in common use or necessary or convenient to its use, existence, maintenance, safety, or management.

(l) All common areas as defined in the Act, whether or not enumerated herein.

1.6 Common Expenses shall mean and refer to all sums which are expended on behalf of all the Unit Owners of the Association and all sums which are required by the Management Committee to perform or exercise its functions, duties, or rights under the Act, this Declaration, a Management Agreement for operation of the Project, if applicable, and such rules and regulations as the Management Committee may from time to time make and adopt.

1.7 Condominium Project or Project shall mean and refer to The Cottages at Sycamores Condominiums Project.

1.8 Condominium Unit and/or Unit means and refers to a separate physical part of the Property intended for independent use, consisting of rooms or spaces located in a Building. Units are shown in the appropriate Record of Survey Map. Mechanical equipment and appurtenances located within any one Unit or located without said Unit but designated and designed to serve only the Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, fixtures and the like, shall be considered part of the Unit, as shall all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows, and window frames, doors and door frames, and trim, consisting of, inter alia and as appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the Unit and serving only the Unit, and any structural members or any other property of any kind, including fixtures and appliances within any Unit, which are removable without jeopardizing the soundness, safety, or usefulness of the remainder of the building within which the Unit is situated shall be considered part of the Unit.

1.9 Declaration shall mean and refer to this instrument.

1.10 Declarant shall mean and refer to Bach Homes, LLC, a Utah limited liability company, and/or any successors to said company which, either by the operation of law, or through a voluntary conveyance, transfer, or assignment, comes to stand in the same relation to the Project (or a portion thereof) as did its predecessor.

1.11 Eligible Mortgagee shall mean and refer to a mortgagee, beneficiary under a trust deed, or lender who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

1.12 **Fines** shall mean and refer to fines levied against a Unit Owner for violations of the Declaration, Bylaws and/or Rules and Regulations of the Association. Fines may be collected in the same manner as an unpaid assessment.

1.13 **Limited Common Areas and Facilities and Limited Common Area** shall mean and refer to those Common Areas and Facilities designated herein or on the appropriate Record of Survey Map as reserved for the use of a certain Unit or Units to the exclusion of the other Units. Limited Common Areas consist of the driveways, patios, decks and garages and as otherwise indicated on the appropriate Record of Survey Map as Limited Common Areas.

1.14 **Management Committee or Committee** shall mean and refer to the Management Committee of the Association as it exists at any given time.

1.15 **Manager** shall mean and refer to the person or entity designated by the Association to manage the affairs of the Condominium Project.

1.16 **Mortgage** shall mean any mortgage, deed of trust or other security instrument by which a Unit or any part thereof is encumbered.

1.17 **Mortgagee** shall mean and refer to a beneficiary or holder under a mortgage, deed of trust, or other security instrument.

1.18 **Percentage Interest** shall mean and refer to the percentage undivided interest of each Unit in the Common Areas as set forth in **Exhibit "B"** attached hereto.

1.19 **Person** shall mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

1.20 **Project Documents** shall mean and refer to the Declaration of Condominium, By-Laws and Rules and Regulations.

1.21 **Property** shall mean and refer to the land, described in **Exhibit "A,"** the buildings, all improvements and the structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith, but shall not include any land or improvements that have been dedicated the city of West Jordan.

1.22 **Record of Survey Map or Maps** shall mean and refer to the Record of Survey Maps filed herewith, and certified to by Ward Engineering Group, a duly registered Utah Land Surveyor.

1.23 **Resident** shall mean and refer to any person living or staying at the Project. This includes but is not limited to all lessees, tenants, and the family members of Owners, tenants or lessees.

1.24 **Rules and Regulations** means those rules and regulations adopted by the Management Committee from time to time that are deemed necessary for the enjoyment of the project, provided that they are not in conflict with the Act or this Declaration.

1.25 Single Family shall mean and refer to the definition of a "family" as contained in Salt Lake City Code, as may be amended from time to time.

1.26 Tract shall mean, refer to, and consist of the real property which Article II of this Declaration submits to the terms of the Act in accordance with law and the provisions of this Declaration.

1.27 Turnover Meeting shall mean and refer to the meeting at which the Declarant turns over administrative control of the Association to the Owners pursuant to Article IV, Section 4.2 of this Declaration.

1.28 Unit Number shall mean and refer to the street address, number, letter, or combination thereof which designates a Unit in the attached **Exhibit "B"** and on the Map.

1.29 Unit Owner or Owner shall mean and refer to the owner of the fee in a Unit and the percentage of undivided interest in the Common Areas and Facilities which is appurtenant thereto. The Declarant shall be deemed the owner of all unsold Units. In the event a Unit is the subject of an executory contract of sale, the contract purchaser shall, unless the seller and the purchaser have otherwise agreed and have informed the Committee in writing of such agreement, be considered the Unit Owner for purposes of voting and Committee membership.

ARTICLE II

GRANT AND SUBMISSION

There is hereby submitted to the provisions of the Act, as the Tract initially associated with the Condominium Project, the real property situated in Salt Lake County, State of Utah, particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference; subject to the easements, reservations and other provisions set forth herein and in said **Exhibit "A"**.

ARTICLE III

COVENANTS, CONDITIONS AND RESTRICTIONS

The submission of the Tract to the provisions of the Act is made upon and under the following covenants, conditions and restrictions:

3.1 Name. The Project, as submitted to the provisions of this Declaration, shall be known as **THE COTTAGES AT SYCAMORES CONDOMINIUMS**.

3.2 Description of Improvements. The improvements included in The Cottages at Sycamores Condominiums will be located on the property described in said **Exhibit A**, and all such improvements are described on the appropriate Record of Survey Map. The Cottages at Sycamores Condominiums contains other improvements of a less significant nature such as outdoor lighting and landscaping. The appropriate Record of Survey Map indicates the structures, the number of buildings and the number of Units which are contained in the Condominium Project. There are a total of ten (10) buildings located within the Project which

contain in total thirty-nine (39) Units, as shown on the appropriate Record of Survey Map and as defined herein.

The Buildings are composed of the following materials: cement footings and foundation with a mix of brick, stone and stucco on the exteriors, with asphalt shingles, and with such other exterior trim as the Management Committee may approve. The Units shall be of two-story style and shall have basements. All improvements shall be constructed in a style and of materials compatible with the other improvements on the Project, subject to prior Committee approval.

3.3 Description and Legal Status of Units. The Map shows the Units designations, their locations, dimensions from which its areas may be determined, those Limited Common areas which are reserved for its use, and the Common Areas to which it has immediate access. All Units are residential Units. All Units shall be capable of being independently owned, encumbered, and conveyed.

3.4 Contents of Exhibit "B". Exhibit "B" to this Declaration furnishes the following information with respect to each Unit: (a) The Unit Designation; and, (b) The percentage interest of undivided ownership interest in the common areas which is appurtenant to the Unit. With respect to Percentage Interest, to avoid a perpetual series of digits and to obtain a total of one hundred, percent (100%), the last digit has been adjusted, and rounded up or down to a value that is most nearly correct.

3.5 Common and Limited Common Areas; Maintenance Responsibility.

(a) The Common Areas contained in the Project are described and identified in Article I of this Declaration. Neither the Percentage Interest nor the right of exclusive use of a Limited Common Area shall be separated from the Unit to which it appertains; and, even though not specifically mentioned in the instrument of transfer, the percentage interest and such right of exclusive use shall automatically accompany the transfer of the Unit to which they relate.

(b) Each Unit Owner shall at its own cost keep the Limited Common Areas designed for exclusive use in connection with his Unit in a clean, sanitary and attractive condition at all times. The Management Committee may further clarify the nature and extent of Limited Common Areas if not clearly shown on the Record of Survey Map.

(c) Each Unit Owner shall, at its own cost, be responsible for the maintenance, repair and replacement of any limited common area assigned to their Unit.

(d) The use of the Common Areas shall be limited to the Owners in residence and to their tenants in residence, and to their guests, invitees and licensees. The use of each of the Limited Common Areas shall be restricted to the Owner of the Unit to which it is appurtenant, to his tenants in residence, and to his guests, invitees and licensees.

(e) The use of the Common Areas and Limited Common Areas shall be governed by the Declaration and the Rules and Regulations as initially established by Declarant and as adopted and amended from time to time by the Management Committee.

3.6 Computation of Percentage Interests and Voting. The proportionate share of the Unit Owners in the Common Areas of the Tract is allocated to each Unit on an equal basis so that each Unit shall have an undivided interest equal to one-thirty ninth (1/39th) of the total Common Area. Additionally, all Owners will pay an equal assessment and share equally in the common expenses of the Association based on their Percentage Interest in the Common Areas, with the exception of any individual assessment levied against an Owner by the Association pursuant to Section 7.8 below. For purposes of voting, however, each Unit shall be entitled to one (1) vote, except for the Declarant, which shall be entitled to five (5) votes for each Unit it owns until the Turnover Meeting occurs.

3.7 Unit Maintenance. Each Owner shall at his or her own cost and expense maintain, repair, paint, re-paint, tile, wax, paper or otherwise refinish and decorate the interior surfaces of the walls, ceilings, floors, interior and exterior windows, and interior and exterior doors/door frames forming the boundaries of his Unit and all walls, ceiling, floors, windows and doors within such boundaries. In addition to decorating and keeping the interior of his or her Unit in good repair and in a clean and sanitary condition, he or she shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, refrigerator, dishwasher, disposal equipment, range, or other appliances or fixtures that may be in, or connected with, his or her Unit. Each Unit shall be maintained so as not to detract from the appearance of the Project and so as not to affect adversely the value or use of any other Unit.

3.8 Association Membership. Membership in the Association shall be automatic, shall be appurtenant to the Unit in which the Owner has the necessary interest and shall not be separated from the Unit to which it appertains.

3.9 Easement for Encroachment. If any part of the Common Areas encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance for the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance shall and does exist. Such encroachments shall not be considered to be encumbrances either to the Common Areas or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the building(s) on the tract, by error in the appropriate Record of Survey Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

3.10 Access for Repair of Common Areas. Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of the other Units shall have the irrevocable right, to be exercised by the Committee, as its agent, to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas or to another Unit or Units. The Committee shall also have such rights independent of the agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs within another Unit at the instance of the Committee or of Unit Owners shall be the responsibility of the Association; provided, that if

such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Committee by assessment.

3.11 Right of Ingress, Egress. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Unit, and to the Limited Common Areas designated for use in connection with his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

3.12 Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines, and Other Common Facilities Located Inside of Units; Support. Each Unit Owner shall have an easement in common with all Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of all Owners to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Facilities serving such other Units and located in such Unit. Upon reasonable notice, the Management Committee shall have a right of access to each Unit to inspect the same, to remove the violations and to maintain, repair or replace the Common Areas contained therein or elsewhere in the Buildings. Every portion of a Unit which contributed to the structural support of the Building shall be burdened with an easement structural support for the benefit of all other Units and the Common Areas.

3.13 Easement to Management Committee. The Management Committee shall have non-exclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

3.14 Easement for Utility Services. There is hereby created a blanket easement upon, across, over and under the property described in Exhibit "A" for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to, water, sewers, gas, telephones, electricity, and other utility services.

3.15 Easement for Use of Common Areas.

(a) All Owners of Units contained within The Cottages at Sycamores, are hereby granted a non-exclusive right and easement of enjoyment in common with others of the Common Areas of the Project.

(b) The right and easements of enjoyment created hereby shall be subject to the right of the Declarant and/or Management Committee to adopt Rules and Regulations governing the use by the Owners of the Common Areas.

(1) The right of the Declarant prior to the termination of the period of Declarant's control to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities; and

(2) The right of the Management Committee to adopt Rules and Regulations governing the use by the Owners of the Common Areas.

ARTICLE IV

THE COTTAGES AT SYCAMORES HOMEOWNERS ASSOCIATION, INC.

4.1 Status and General Authority of Committee. Notwithstanding anything herein contained to the contrary, The Cottages at Sycamores Condominiums shall be managed, operated, and maintained as one (1) Association by the Management Committee exclusively as agent of, and in the name of, the Association and any act performed by the Management Committee pursuant to this Declaration or the Bylaws, as the same may be amended from time to time, shall be deemed to be performed by the Committee for and on behalf of the Association as its agent. The Management Committee shall have, and is hereby granted, the following authority and powers:

- (a) The authority, without the vote or consent of the Unit Owners or of any other person(s) to grant or create, on such terms as it deems advisable, utility and similar easements over, under, across and through the Common Areas and Facilities.
- (b) The authority to execute and record, on behalf of all the Unit Owners, any amendment to the Declaration or Record of Survey Map which has been approved by the vote or consent necessary to authorize such amendment.
- (c) The power to sue and be sued.
- (d) The authority to enter into contracts which in any way concern the Project, so long as any vote or consent of the Unit Owners necessitated by the subject matter of the agreement has been obtained.
- (e) The power and authority to convey or transfer any interest in real property authorized by the Owners having an interest therein.
- (f) The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.
- (g) The authority to license persons not otherwise entitled to use any of the recreational areas and facilities to use the same from time to time as the Committee deems appropriate upon payment of fees prescribed by it to help defray the cost of maintenance thereof.
- (h) The power and authority to borrow money, provided that no indebtedness for borrowed funds shall exceed at any given time the sum of \$5,000 without the prior approval of the majority of the Owners.
- (i) The authority to promulgate such reasonable Rules and Regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with the

interests of the Unit Owners and the authority to levy fines for infractions thereof. Including, but not limited to, promulgating rules.

(j) The powers and authority to perform any other acts, and to enter into any other transactions which may be, reasonably necessary, for the Management Committee to perform its functions as agent of the Association.

(k) Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

(l) The power to incorporate or reincorporate the Association as a nonprofit corporation under the laws of the State of Utah.

4.2 Administrative Control of Association. Declarant shall assume full administrative control of the Association through an appointed interim Management Committee, which shall serve until the Turnover Meeting. The Declarant shall have the right in its sole discretion to replace such members of the interim Committee as may be so selected and designated by it pursuant to this Section, and to select and designate their successors. Declarant may, by a written instrument duly recorded, waive its right to select the members of the Committee at any time prior to the termination of the right to select Committee members reserved hereunder. The above mentioned Turnover Meeting shall be held within one hundred twenty (120) days of the earlier of the following:

- (a) Five (5) years from the first conveyance of a Unit to a purchaser; or
- (b) The Declarant having conveyed to individual owners seventy-five percent (75%) of the total number of Units to be developed upon the Project.

4.3 Composition of Committee and Initial Selection Thereof. Until the election of the Committee takes place at the Turnover Meeting of the Association, the Committee shall consist of such persons as shall have been designated by the Declarant as stated in Section 4.2 above. From and after such Turnover Meeting of the Association, the Management Committee shall be composed of five (5) persons. In cases of vacancy, the remaining Committee members shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected. The Bylaws, attached as **Exhibit "C,"** further establish the rights and responsibilities of the Committee.

4.4 Architectural Control: The Association, by and through the Committee, shall be charged and empowered with control of all construction, improvements, remodeling, exterior aesthetics, and landscaping on the Project to ensure consistency and compatibility of all improvements and landscaping on the Project.

4.5 Manager. The Committee may carry out any of its functions which are capable of delegation through a Project Manager. Any Manager retained for such purposes must be an individual or entity experienced and qualified in the field of property management. The Manager so engaged shall be responsible for managing the Project for the benefit of the Unit

Owners and shall, to the extent permitted by law and the terms of the agreement with the Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself.

ARTICLE V

LIMITATION ON USE OF UNITS AND COMMON AREAS

5.1 Purpose. Each of the Units in the Project is intended to be used for single family, owner-occupied residential housing, subject to the leasing restrictions described below, and is restricted to such use.

5.2 General Use Restrictions.

(a) There shall be no obstructions of the Common Areas by the Owners, their tenants, guests or invitees without the prior written consent of the Committee.

(b) The Committee may by Rules and Regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Units or the Common Areas.

(c) Nothing shall be kept or stored, on any part of the Common Areas without the prior written consent of the Committee, except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Areas except upon the prior written consent of the Committee.

(d) Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof over what the Committee, but for such activity, would pay, without the prior written consent of the Committee. Additionally, nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would result in an increase to the potential liability of the Association, which potential increase in liability is to be determined by the Committee in its sole discretion.

(g) Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

(f) No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Committee and the Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner.

(g) No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may

become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

(h) No Owner shall violate the Rules and Regulations for the use of the Units and of the Common Areas as adopted from time to time by the Management Committee.

(i) No structural alterations to any Unit shall be made by any Owner without the prior written consent of the Committee.

(j) Under no circumstances shall any cardboard, foil, flags, or sheets be used as window coverings in the Project. The prohibition on flags does not apply to flags as defined in Utah Code Annotated 57-24-101 et seq.

(k) No signs whatsoever shall be erected or maintained in the Common Areas without the prior written consent of the Committee, except such signs as Declarant may erect or maintain incident to sale of Units. If a Unit is for sale or rent, only one 12"x15" "For Sale" sign is allowed in one window of said unit.

(l) Notwithstanding anything contained herein to the contrary, until the Declarant has completed and sold all of the Units, neither the Unit Owners who have purchased Units from the Declarant nor the Committee shall interfere with the completion of improvements and sale of the remaining Units.

(m) The Declarant reserves the right to use any Units owned by Declarant as models, management offices or sales offices until such time as Declarant conveys title thereto to Unit Owners. Declarant reserves the right to relocate the same from time to time within the Project; upon relocation or sale of a model, management office or sales office, the furnishings thereof may be removed.

(n) Declarant further reserves the right to maintain on the Project such advertising signs, which may be placed in any location on the Project and may be relocated or removed, all at the sole discretion of Declarant. The reservation of this easement to facilitate sales is expressly made applicable to the Additional Land.

(o) Animals.

(1) No animals, livestock, or poultry of any kind may be raised, bred, kept or permitted within any Town Home Unit, except no more than two (2) dogs, cats, or other household pets provided that they are not kept, bred, or maintained for any commercial purpose. The Owner of any dog or cat must keep such dog or cat on a leash or keep it confined within the boundaries of the Lot and no cat or dog shall be allowed to run free throughout the Property.

(2) Those animals which are permitted shall not cause any noise or disturbance that would be deemed a nuisance to other Owners or residents within the Property. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective Owners thereof and Owners shall be responsible for removal of wastes of their animals from all Common Areas.

(3) An Owner may be required to remove a pet upon receipt of a written notice from the Board of Committee member given pursuant to a resolution relating to rules and regulations governing pets within the Property and enforcement of such rules and regulations and provisions of this subsection.

(4) In the event that an Owner has a permitted animal under this Declaration, the Board may, as a means of preventing such animal from being a nuisance to adjacent Owners, require that such Owner enclose their back yard area, at the Owner's expense. Such fencing shall not extend further into the Common Areas than the existing fences installed at the time of the initial conveyance. The fencing installed shall be of similar quality and material to that of the existing fencing and shall contain a gate so that the Association may access the enclosed area in case of emergency.

Alternatively, an Owner may, upon prior written approval from the Board and at the Owner's sole expense, enclose their back yard area as a means to provide a private area for their household pet. Any such approval shall be subject to the same requirements as if the Board had required the installation of the fence.

However, any Owner that is required by the Board or receives prior permission from the Board to enclose their backyard area shall from that time forward be responsible for the maintenance, repair, or replacement of any landscaping contained within such enclosure, including all costs associated therewith.

Furthermore, any Owner that encloses their back yard area shall have an affirmative duty to report to the Board any defects, necessary repairs, or damage to such Common Area that are enclosed by Owner. Failure to report such problems with the enclosed Common Areas, if discoverable by a reasonably prudent resident Owner, shall relieve the Association from liability for any damage caused by such defect, necessary repair, or damage to the enclosed Common Area.

The enclosure of the back yard area of any Lot and the shift of maintenance responsibility from the Association to the Owner shall in no way reduce or relieve Owner from their apportionment of any assessment levied by the Association pursuant to Article X of this Declaration.

(p) Parking of Vehicles. No vehicles shall be parked overnight on any of the streets or roadways in the Project or on any common areas of the Project, nor on any Unit outside of any designated parking area, except such vehicles, and upon such portions of the Project, specifically designated for this purpose on the Map or by the Management Committee. In addition, no boats, campers, trailers, large trucks, motor homes, or similar large items shall be parked or stored next to any Unit, or in the common areas, except in accordance with rules and regulations adopted by the Management Committee.

(q) Dumping of Garbage. Except in areas designated on the Map or by the Management Committee, no Unit or portion of the Common Areas shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, nor shall any rubbish, trash, papers, junk or debris be burned within the Project. All trash, rubbish, garbage or other waste within the boundaries of the Project shall be kept only in sanitary containers. Each Unit shall be

kept free of trash and refuse by the owner of such Unit. No person shall allow any unsightly, unsafe or dangerous conditions to exist on or in any Unit. All trash cans are to be stored within the garage of the individual Unit.

(r) Aerials, Antennas and Satellite Dishes. It is the intent that this policy not be inconsistent, incongruent or in conflict with applicable local, state and federal legislation.

(1) Aerials, antennas and satellite dishes shall be prohibited within the Project except as permitted by applicable law and shall not be installed without prior Management Committee written approval as to location, size, and installation method of the aerial, antenna, or satellite dish.

(s) Excavation. No excavation for stone, gravel or earth shall be made on the subject property unless such excavation is made in connection with the erection of a building, structure, landscaping or other improvement thereon.

(t) Leasehold Restrictions. In order to assure a community of congenial owners and thus protect the value of the units, the leasing of a unit by any owner shall be subject to the following restrictions so long as the property shall be owned in accordance with the terms and conditions of this Declaration and the Act:

(1) Entirety. Units may be rented only in their entirety and no fractions of portions thereof may be rented. Individual room rentals are prohibited;

(2) Hotel. No transient leases may be accommodated therein, all rentals or leases must be for an initial term of no less than thirty (30) days, and no Resort, Hotel, Corporate, Executive, Seasonal, or Time Share uses are permitted;

(3) Subject to the Act and Project Documents. All leases and lessees shall be subject to the provisions of the Act and the Project Documents. Any owner who leases his Unit shall be responsible for assuring the Residents' compliance with the Act and the Project Documents;

(4) Failure to Take Legal Action. Failure by an Owner to take legal action against his Resident who is in violation of the Act or Project Documents within ten (10) days after delivery of written demand to so do from the Committee, shall entitle the Association to take any and all such action for and in behalf of said Owner and as his agent, including but not limited to the institution of legal proceedings on behalf of such Owner against his Resident for eviction, injunctive relief or damages. Neither the Association nor any agent retained by the Association to manage the Project shall be liable to the Owner or Resident for any legal action commenced under this Section that is made in good faith. Any expenses incurred by the Association, including reasonable attorneys' fees and costs of suit, shall be repaid to it by such Owner. The amount of the costs and expenses is a debt of the Owner at the time the assessment is made and is collectible as such. If any Owner fails or refuses to make payment that amount constitutes a lien on the interest of the Owner in the property. Delivery of the notice of default shall be deemed effective the date it is hand delivered or three (3) days after it is deposited with U.S. Postal Service, regular mail, postage prepaid, addressed to the Unit Owner at his last known mailing address. If notice in writing of the Unit Owner's change of address has not been

received by the Secretary of the Association the address of the Unit shall be deemed to be the Owner's mailing address;

(5) Copy of Lease. When the leasing of a Unit is approved, a copy of the lease (and each replacement lease), signed by the lessee and lessor, shall be submitted to the Committee within ten (10) days after it has been signed by both parties. The Committee may recover from the Owner its attorney's fees and costs incurred in obtaining a copy of the lease if one is not provided in a timely manner or within ten (10) days of its request in writing;

(6) Fines, Citations and Sanctions. The Management Committee shall have the power to enforce the Project Documents and to issue fines, citations and sanctions in order to maintain and operate the Project and to institute these leasing restrictions;

(7) Requesting Unpaid Assessments from Tenant. In the event that a unit is leased or rented, and the absentee owner fails to pay their regular, special or any other assessment, the Committee may demand that the tenant pay his or her rental payment to the Association until such time as the delinquent assessment is cured.

(8) Voidable Transactions. Any transaction which does not comply with this Section shall be voidable at the option of the Committee.

ARTICLE VI

INSURANCE

6.1 Association Insurance. The Association, by and through its Management Committee, shall obtain and keep in full force and effect insurance coverage as described in this Article. Insurance coverage shall be secured from companies licensed to do business in the State of Utah, with a rating of "A" or better from Bests Insurance Report. Each policy of insurance obtained by the Association shall, if possible, include:

(a) a standard mortgagee clause commonly accepted by private institutional mortgage investors in the areas;

(b) a waiver of the insurer's subrogation rights with respect to the Association, the Board, the Owners and their respective servants, agents and guests with respect to claims arising from areas to be insured by the Association;

(c) a provision that the insurance cannot be cancelled, suspended or invalidated due to the conduct of any particular Unit Owner or Owners;

(d) a provision that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners;

(e) that a mortgagee endorsement clause providing that there shall not be less than ten (10) days notice of reduction or cancellation relating to any of the policies.

Premiums for the Association's insurance shall be a common expense.

6.2 Owner's Individual Insurance. All Owners shall obtain additional insurance at his/her own expense, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Association. The Association shall only insure the Unit as set forth below but shall not insure the Owner's personal property located within the Unit. As stated below, the Association's Hazard Insurance shall not be primary in the event that damage to a Unit or Units is caused by the negligence or intentional misconduct of an Owner.

Therefore, the Owners shall insure his/her Unit and all improvements made thereto. Individual Owners, along with their insurance providers, are primarily responsible to pay for damages sustained within their Units or originating within from their Units and damaging their Units or other Units and/or the common areas (as opposed to originating from the common areas) caused from negligence or intentional misconduct of the Owners, their tenants, guests, invitees or agents. In such cases, the Owner's policy shall be primary.

It is not the purpose nor the intent of this Paragraph 6.2 that the Association insure that which is the responsibility of the Owners nor pay for damages, of any kind, caused by the negligence or fault of any Owner, their tenants, guests, invitees or agents. Insurance proceeds, if any, from the Association's insurance policy shall be subordinate to the responsibility of the Owner and their insurance provider. A certificate of insurance and evidence of adequate property insurance shall be provided to the Association upon request.

6.3 Liability Insurance. Liability insurance coverage shall be secured from companies licensed to do business in the State of Utah, with a rating of "A" or better from Bests Insurance Report. The Association shall obtain and maintain Public Liability Insurance to insure the Association, the Board, the Managing agent and employees of the Association and the Owners against claims for bodily injury and property damage arising out of the conditions of the Common Areas or activities thereon under a Comprehensive General Liability form. Such insurance shall be for such limits as the Board may decide, but not less than those limits customarily carried in connection with properties of comparable character and usage in the Salt Lake County, State of Utah, nor less than \$1,000,000.00 for personal injury and property arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobile, liability for the property of others and such other risks as shall customarily be covered with respect to property similar in construction, location and use. The policy shall contain a "Severability of Interest" endorsement which shall preclude the insurer from denying the claim of any Owner because of negligent acts of the Association or other Owners and a cross liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced. The policy shall provide that the policy may not be canceled or substantially modified by the insurer unless it gives at least 30 days prior written notice thereof to each insured. Any such coverage procured by the Board shall be without prejudice to the right of the Owners to insure their personal liability for their own benefit at their own expense.

6.4 Hazard Insurance. Subject to the Owners' responsibilities and obligations for insurance stated in this Article, the Management Committee shall procure and maintain a policy or policies of hazard insurance in an amount or amounts equal to or exceeding the full replacement value (exclusive of the value of land, foundations, excavation and other items normally excluded from

coverage) of the Common Areas owned by the Association, including all building service equipment as such is deemed a Common Area, including roofs, surfaces and structures comprising the structural components of the Common Areas with an Agreed Amount Endorsement, or its equivalent, if available, or an Inflation Guard Endorsement, and such other endorsements as the Board may deem warranted and reasonable. Such insurance policy or policies shall name the Association as insured for the benefit of the Owners as their interests appear, and shall afford protection, to the extent applicable, against at least the following: (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, windstorm, water damage, and (b) such other risks, consistent with this Paragraph, as are customarily covered with respect to facilities similar in construction, location, use and ownership.

6.5 Additional Insurances; Further General Requirements. The Management Committee may also procure insurance which shall insure the Common Areas and the Association or the Owners and others against such additional risks as the Board may deem advisable. Insurance procured and maintained by the Board shall not require contribution from insurance held by any of the Owners of their Mortgagees. Each policy of insurance obtained by the Board shall, if reasonably possible, provide:

- (a) A waiver of the insurer's right of subrogation against the Association, the Owners and their respective Committee member, officers, agents, employees, invitees and tenants;
- (b) That it cannot be canceled, suspended or invalidated due to the conduct of any particular Owner or Owners;
- (c) That it cannot be canceled, suspended or invalidated due to the conduct of the Association without a prior written demand that the defect be cured; and
- (d) As stated above, that any "no other insurance" clause therein shall not apply with respect to insurance maintained individually by any of the Owners.

6.6 Fidelity Coverage. The Association shall maintain fidelity coverage to protect against dishonest acts on the part of officers, trustees, managing agents, Committee member and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. In that event, such fidelity bonds shall:

- (a) Name the Association as an obligee;
- (b) Be written in an amount based upon the best business judgment of the Association but in no event be less than a sum equal to three months assessment on all Units;
- (c) Contain waivers of any defense based upon the exclusion of volunteers or persons who serve without compensation from any definition of "employee" or similar express; and;
- (d) Provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to the insured.

6.7 Review of Insurance. The Management Committee shall periodically, and whenever requested by Owners entitled to exercise at least twenty percent (20%) of the outstanding votes in the Association, review the adequacy of the Association's insurance program and shall report in writing the conclusions and action taken on such review to the Owner of each Unit and to the holder of any Mortgage on any Unit who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by any Owner and any Mortgagee.

6.8 Other Insurance Provisions. All insurance required pursuant to this Article shall be written by insurers licensed in the State of Utah. Notwithstanding anything in this Paragraph to the contrary, any insurance required to be obtained by the Association pursuant to Paragraph shall be required only to the extent that such coverage is reasonably obtainable at reasonable rates and is customarily obtained with respect to improvements or facilities have the same or similar characteristics of the Common Areas and Units or risks being insured.

6.9 Deductible. For all claims against the Association's insurance policy for which the damage or injury is cause by or due to the Common Area or areas over which the Association has responsibility, the Association shall pay the deductible. If, however, for reasons not contemplated above, the Association's insurance is obligated to cover a loss which was attributable to the negligence or fault of an Owner, its tenants, guests, invitees or agents, then the "at fault" Owner shall pay the deductible. Failure to pay the deductible within thirty (30) days shall entitle the Association to collect said unpaid deductible in the same manner as an unpaid assessment.

6.10 Damage to Project. In the event of damage or destruction all of the improvements in the Condominium Project, the following procedures shall apply:

(a) If proceeds of the insurance maintained by the Management Committee are alone sufficient to repair or reconstruct the damage or destroyed improvement, such repair or reconstruction shall be carried out.

(b) If less than 75% of the Project's improvements are destroyed or substantially damaged, and if the proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all the Unit Owners shall be assessed for any deficiency on the basis of their respective Percentage Interest.

(c) If 75% or more of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish restoration, and if the Unit Owners within one-hundred (100) days after the destruction or damage by a vote of at least 75% elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subparagraph (b) above.

(d) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within one-hundred (100) days after the destruction or damage and by a vote of at least 75%, elect to repair or reconstruct the affected improvements, the Committee shall promptly record with the Salt Lake County Recorder a

notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated (1953), as may be amended from time to time, shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

Any reconstruction or repair which is required to be carried out by this Article regarding the extent of damage to or destruction of Project improvements shall be made by three (3) MAI appraisers selected by the Board of Trustees. The decision of any two such appraisers shall be conclusive.

ARTICLE VII

COMMON ASSESSMENTS

7.1 Agreement to Pay Assessment. Each Owner of any Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, or by entering into a sale and purchase contract, shall be deemed, to covenant and agree with each other and with the Association to pay to the Association (1) annual assessments made by the Association for the purposes provided in this Declaration, a portion of which shall be allocated to a reserve account for long term maintenance and repair items; (2) special assessments for capital improvements and other matters as provided in this Declaration, and, as the case may be, (3) individual assessments applicable to less than all owners as set forth below. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

The monthly assessments herein provided shall commence as to all Units on the date deed is delivered to the first purchaser of a Unit, with the first monthly assessment being adjusted according to the number of days remaining in the month of conveyance.

If permissible under HUD guidelines, the Declarant may elect to defer the payment of its share of any Assessment levied against any Unit or Units owned until such time as the Declarant conveys such Unit to an individual Owner.

7.2 Annual Assessments. The total annual assessments against all Units shall be based upon advance estimates of cash requirements by the Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas, which estimates may include, among other things, expenses of management, grounds maintenance, taxes and special assessments, (until the Units are separately assessed as provided herein), premiums for all insurance which the Committee is required or permitted to maintain pursuant hereto, common lighting and water, trash collection, repairs and maintenance of the Common Areas that must be replaced on a periodic basis, wages for Committee employees (if any), legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

(a) **Apportionment of Annual Assessments.** Expenses attributable to the Common Areas and to the Project as a whole shall be apportioned equally among all Owners regardless of the percentage of ownership interest in the common areas.

(b) Notice of Annual Assessments and Time for Payment Thereof. Annual assessments shall be made on a calendar year basis. The Committee shall give written notice to each Owner as to the amount of the annual assessment with respect to his Unit not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year. Such assessments shall be due and payable in monthly installments on the first day of each and every month of each year. Such assessment shall be due and payable within thirty (30) days after written notice of the amount thereof shall have been given to the respective Owner of a Unit. Each monthly assessment shall bear interest at the rate of twelve percent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. Moreover, the Committee may impose a late payment service charge equal to five percent (5%) of each delinquent monthly assessment. Failure of the Committee to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of a Unit for such assessment, but the date when payment shall become due in such case shall be deferred to a date thirty (30) days after such notice shall have been given.

7.3 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Committee may levy in any assessment year a special assessment, payable over such a period as the Committee may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Committee to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof.

Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective Percentage Interests in the Common Areas. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given.

A special assessment shall bear interest at the rate of twelve percent (12%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. Notwithstanding anything to the contrary herein contained, additions or capital improvements to the Project which cost no more than \$5,000.00 may be authorized by the Management Committee alone.

Additions or capital improvements the cost of which will exceed such amount must, prior to being constructed, be authorized by at least a majority of the Percentage Interests. Any addition or capital improvement which would materially alter the nature of the Project must, regardless of its cost and prior to being constructed, be authorized by a vote of Unit Owners in person or by proxy of not less than 67% of the Percentage Interest at a meeting of the Association, special or annual, at which a quorum is present.

7.4 Lien for Assessments. All sums assessed to any Unit pursuant to this Declaration, together with interest thereon as provided hereon, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for: (a) valid tax and special assessment liens on the Unit in favor of any governmental assessing authority; and (b) a lien for all sums unpaid on a first Mortgage duly

recorded in the Official Records of Salt Lake County, State of Utah, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument. All other lienors acquiring liens on any Unit after this Declaration shall have been recorded in said records shall be deemed to consent that such lien shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed hereunder, the Committee shall prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be signed by the Committee and shall be recorded in the Office of the County Recorder of Salt Lake County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial or non-judicial foreclosure by the Committee in the same manner in which a deed of trust on real property may be foreclosed in Utah. The Association, as permitted by law, and/or its attorney shall be considered the Substituted Trustees in such cases.

In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of lien and all court costs and reasonable attorneys' fees.

All such costs, expenses and fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Committee any assessments against the Unit which shall become due during the period of foreclosure. In the event of foreclosure, after the institution of the action the Unit Owner shall pay a reasonable rental for his use of the Unit and the Committee shall, without regard to the value of the Unit, be entitled to the appointment of a receiver to collect any rentals due from the Owner or any other person.

The Committee shall have the right and power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

A release of notice of lien shall be executed by the Committee and recorded in the Office of the County Recorder of Salt Lake County, State of Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded note of lien.

Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created hereunder, and upon such payment such encumbrancer shall be subrogated to all rights of the Committee with respect to such lien, including priority.

The Committee may report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for thirty (30) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Committee written notice of such encumbrance.

7.5 Personal Obligation of Owner. Each Owner (including Declarant) shall, by acquiring or in any way becoming vested with an interest in a Unit, be deemed to covenant and agree to

pay to the Association Assessments described in this Declaration, together with the hereinafter provided for interest and costs of collection. If there is more than one Unit Owner of a particular Unit, each Owner shall be jointly and severally liable with the other Owners of the Lot for all assessments and other charges levied on the Lot or any Owner of the Lot. All such amounts shall be, constitute, and remain: (i) a charge and continuing lien upon the Unit with respect to which such assessment is made; and, (ii) the personal obligation of each person who is an Owner of such Unit. In a voluntary conveyance of a Unit, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments levied against the grantor without prejudice to the grantee's rights to recover from the grantor the amount of the assessment paid by the grantee. Furthermore, no Owners may exempt themselves or their Unit from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Unit. Suit to recover a money judgment for such personal obligation may be maintainable by the Committee without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Unit.

7.6 Statement of Account. Upon payment of a reasonable fee not to exceed ten dollars (\$10.00), or such other amount as may in the future be allowed by the Act, and upon written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Unit, the Committee shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Unit; amount of the current yearly assessment and the date that such assessment becomes or became due.

7.7 Personal Liability of Purchaser for Assessments. A purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

7.8 Individual Assessments. Individual assessments may be levied by the Committee against a Unit and its Owner for:

(a) Administrative costs and expenses incurred by the Committee in enforcing the Project Documents, including any fines levied;

(b) Costs associated with the maintenance, repair or replacement of Common Area for which some but not all of the Unit Owners are responsible;

(c) Any other charge, fee, fine, due, expense, or cost designated as an Individual Assessment in the Project Documents or by the Management Committee; and

(d) Reasonable attorneys' fees, interest, and other charges relating thereto as provided in this Declaration.

ARTICLE XIII

MORTGAGE PROTECTION

8.1 Mortgage Protection. Notwithstanding anything to the contrary contained in the Declaration:

(a) An adequate reserve fund for repair, maintenance and replacement of those elements of the Common Areas that must be replaced on a periodic basis must be established and shall be funded by regular monthly payments rather than by special assessments. The Committee, however, shall in its sole discretion determine amounts necessary for the Association's reserve account and individual Committee members shall not be liable for any shortfalls in the reserve account excepting gross mismanagement or other unlawful conduct.

(b) There shall be established a working capital fund for the initial months of operation of the Project equal to a minimum amount of two months estimated Common Area charge for each Unit.

(c) Any mortgage holder which comes into possession of the Unit pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage or deed (or assignment in lieu of foreclosure) shall be exempt from any "right of first refusal", or other provisions which may exist relating to sale or lease of the Units in the Project, and no right of first refusal shall impair the rights of any first mortgage to: (i) foreclose or take title to a Unit pursuant to the remedies provided in the Mortgage, or (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or (iii) interfere with a subsequent sale or lease of the Unit so acquired by the Mortgagee.

(d) Any agreement for professional management of the Project, or any other contract providing for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of one year, renewable by agreement of the parties for successive one-year periods.

(e) In the event of damage to or destruction of any Unit, which loss exceeds \$1,000.00, or any part of the Common Areas, which loss exceeds \$10,000.00, the institutional holder of any first Mortgage on a Unit shall be entitled to timely written notice to any such damage or destruction. No Unit Owner or other party shall be entitled to priority over such institutional holder with respect to the distribution to such Unit Owner of any insurance proceeds regardless of the amount of loss. Upon request of any first Mortgagee of the Association must provide a letter to said first Mortgagee wherein the Association agrees to notify the first Mortgagee or any organization it designates at the address indicated by the Mortgagee whenever (i) damage to a Unit covered by the first Mortgagee's Mortgage exceeds \$1,000.00, or (ii) damage to the Common Areas and related facilities exceeds \$10,000.00.

(f) If any Unit or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the institutional holder of any first mortgage of a Unit shall be entitled to timely written notice of any such proceeding or proposed acquisition. In such event, the Unit Owner appoints the Association as attorney-in-fact for such purpose. Any award or settlement from a condemning authority shall be payable to the Association to be held in trust for the Unit Owners and the first Mortgage holders as their interests may appear. No Unit Owner or other party shall have priority over such institutional holder regardless of the amount of the condemnation award with respect to the distribution to such Unit Owner of the proceeds of any award or settlement.

(g) With the exception of a lender in possession of a Unit following a default in a first Mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease his Unit for transient or hotel purposes. No Unit Owner may lease less than the entire unit. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

(h) Each holder of a first Mortgage lien on a Unit who obtains title to a Unit by virtue of remedies provided in the Mortgage, including but not limited to, foreclosure of the Mortgage, or by deed of assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit free of unpaid charges and shall not be liable for any unpaid claims or assessments and charges against the Unit which accrue prior to the acquisition of title of such Unit by Mortgagee, except for claims for a pro-rata share of such assessments or charges to all Project Units including the mortgaged Unit.

(i) The Association shall give the institutional holders of first Mortgages prompt notice of any default in the Unit Mortgagor's obligations under the Declaration not cured within thirty (30) days of default if such notice has been requested in writing by the Mortgagor.

(j) Any lien which the Management Committee may have on any Unit in the Project for the payment of Common Expenses assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any first mortgage on the Unit recorded prior to the date any such Common Expense Assessments become due.

(k) Any institutional holder of a first Mortgage (or trust deed) of a Unit in the Project will, upon request, be entitled to (i) examine the books and records of the Project during normal business hours; (ii) receive a financial statement of the Project within ninety (90) days following the end of any fiscal year of the Project; and (iii) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

(l) Whenever there is a change of ownership of a Unit, the Committee shall require that the new Unit Owner furnish the Committee with the name of the holder of any first mortgage (or trust deed) affecting such Unit. The Management Committee or Manager shall maintain a current roster of Unit Owners and of the holders of first mortgages (or trust deed) affecting Units in the Project.

(m) First mortgagees of Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any common areas and facilities and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common areas and facilities, and first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 Amendment. Subject to the conditions set forth herein, this Declaration may be amended pursuant to the following:

(a) Consent of Owners. Except as provided below, the vote of at least sixty-seven percent (67%) of the total number of Unit Owners of The Cottages at Sycamores Condominiums in person or represented by proxy at a meeting of the Association at which a quorum is present shall be required to amend this Declaration or the Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee.

However, up until the time administrative control of the Association shall pass to the Owner pursuant to a Turnover Meeting as described in this Declaration, the Declarant's written consent to any such amendment is required. If an amendment is approved, the Committee shall certify that the vote required by this paragraph for amendment has occurred and the amendment shall be recorded with the Salt Lake County Recorder.

The foregoing right of amendment shall be subject to the right of the Declarant to unilaterally amend this Declaration or the Map without Owner consent up until the time of the Turnover Meeting. Such right shall obtain without regard to the subject matter of amendment, so long as the amendment involved is consistent with law and does not attempt to divest any vested property rights of any Owner, Mortgagee or is limited by any other provision in this Declaration.

Notwithstanding anything to the contrary, should the Unit Owners of The Cottages at Sycamores wish to leave the Association or change any provisions of this Declaration binding them to the Association or granting the Unit Owners rights or responsibilities with respect to the Association. Such amendment shall require the affirmative vote of one-hundred percent (100%) of all Owners in The Cottages at Sycamores Condominiums.

(b) Consent of Eligible Mortgagees. The consent of at least sixty-seven percent (67%) of the Eligible Mortgagees shall be required to any amendment which would terminate the legal status of the Project. In addition, the consent of Eligible Mortgagees holding at least fifty-one percent (51%) shall be required to add to or amend any material provision of this Declaration or the Plat Map which establishes, provides for, governs, or regulates any of the following:

- (1) Voting rights;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the common elements;
- (4) Insurance or Fidelity Bonds;
- (5) Rights to use of Common Areas;
- (6) Responsibility for maintenance and repairs;
- (7) Expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project;
- (8) The Boundaries of any Unit;

- (9) The Percentages of Interest in the Common Areas;
- (10) Convertibility of a Unit into Common Areas or Common Area into a Unit;
- (11) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey a Unit;
- (12) Express benefits or rights of Mortgagees, Eligible Mortgagees, insurers or guarantors.

9.2 Consent Equivalent to Vote. In those cases in which the Act or this Declaration requires the vote of the Unit Owners for the authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the necessary number of votes.

9.3 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a planned Unit development. Failure to enforce any provision hereof shall not constitute a waiver of the rights to enforce said provision or any other provision hereof.

9.4 Covenants to Run With Lands. This Declaration and all the provisions hereof shall constitute covenants which run with the land and constitute equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Association, all parties who hereafter acquire any interest in or occupy a Unit or any part of the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, assigns, guests and invitees.

9.5 Compliance. Each Owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to, the terms of the Act, the terms of this Declaration, the Bylaws, and the provisions of any rules, regulations, agreements, instruments, and determinations adopted pursuant thereto, (hereinafter referred to collectively as the "Declaration"), and failure to comply shall be grounds for an action to recover sums due for damages, including fines, or injunctive relief or both, maintainable by the Committee on behalf of the Association, or, in a proper case, by an aggrieved Unit Owner. By acquiring any interest in a Unit each Unit Owner or occupant consents and agrees to be bound by and subject to each and every provision of the Declaration. Should the Association be required to take action hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise, the Association may recover all costs and expenses, including a reasonable attorney's fee, which may arise or accrue.

9.6 Information Regarding Transferee of Unit. Any Unit Owner who sells, leases, or otherwise disposes of his Unit shall submit to the Committee pertinent information concerning the transferee or new occupant within one week of any transfer of title or possession on a form furnished by the Committee.

9.7 Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the Unit Owners against all costs,

expenses, and fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Committee.

9.8 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not effect the validity or enforceability of any other provision hereof.

9.9 Counterparts. This Declaration may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.10 Governing Law and Jurisdiction. Interpretation and enforcement of this Declaration shall be according to the laws of Utah. Jurisdiction and venue of any dispute hereunder shall be in Salt Lake County, Utah, or in the United States District Court for Utah.

9.11 Default. If any party governed by the terms of this Declaration defaults under any provision hereof, that defaulting party shall pay all costs and attorneys' fees incurred by any other party to enforce the provisions hereof, whether incurred through formal lawsuit or otherwise.

9.12 Section Numbers and Headings. Headings and section numbers have been inserted herein solely for convenience and reference and shall not be construed to affect the meanings, construction or effect hereof.

9.13 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

9.14 Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

9.15 Effective Date. This Declaration shall take effect upon recording.

DECLARANT:

BACH HOMES, LLC
A Utah Limited Liability Company

By: [Signature]
Its: Managing Member

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

On the 5th of December, 2007, personally appeared before me Greg Rindlisbacher,
_____ of the Declarant, who, under oath, represented that he executed the same
pursuant to valid authority.

NOTARY PUBLIC Michael R. Shepherd
Residing at: West Jordan

My Commission Expires: 12/29/09

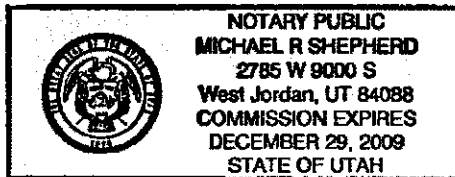


EXHIBIT "A"
SUBJECT PROPERTY
Legal Description

Commencing at the Northwest Corner of Section 34, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence North 89°51'55" East, a distance of 1107.38 feet and South 00°08'05" East, a distance of 470.03 feet to the Point of Beginning;

said point lying on a curve to the right, having a radius of 525.00 feet and a central angle of 67°03'37", thence along the arc of said curve a distance of 614.47 feet, said arc subtended by a chord bearing South 57°38'38" West, a distance of 579.99 feet, thence

North 88°49'28" West a distance of 285.24 feet, to a point on a curve to the right, having a radius of 75.00 feet and a central angle of 41°03'12", thence along the arc of said curve a distance of 53.74 feet, said arc subtended by a chord bearing North 68°17'52" West, a distance of 52.60 feet, thence

to a point on a compound curve to the left, having a radius of 77.50 feet and a central angle of 71°59'03", thence along the arc of said curve a distance of 97.37 feet, said arc subtended by a chord bearing North 83°45'48" West, a distance of 91.09 feet, thence

North 01°10'32" East a distance of 81.46 feet, thence

North 31°20'58" East a distance of 112.96 feet, thence

South 88°49'28" East a distance of 251.72 feet, thence

North 59°40'29" East a distance of 337.50 feet, thence

North 86°53'42" East a distance of 142.28 feet, thence

South 65°53'05" East a distance of 185.21 feet to the Point of Beginning.

Containing 214,633 sf or 4.927 acres, more or less.

Contains 39 Units

Excepting Cottage Point Drive which has been dedicated to West Jordan City.

EXHIBIT "B"

UNIT NUMBER	SQUARE FOOTAGE	INTEREST IN COMMON AREA
1401	2,474	1/39 th
1402	2,474	1/39 th
1403	2,474	1/39 th
1404	2,474	1/39 th
1405	2,474	1/39 th
1406	2,474	1/39 th
1407	2,474	1/39 th
1408	2,474	1/39 th
1409	2,474	1/39 th
1410	2,474	1/39 th
1411	2,474	1/39 th
1412	2,474	1/39 th
1413	2,474	1/39 th
1414	2,474	1/39 th
1415	2,474	1/39 th
1416	2,474	1/39 th
1417	2,474	1/39 th
1418	2,474	1/39 th
1419	2,474	1/39 th
1420	2,474	1/39 th
1421	2,474	1/39 th
1422	2,474	1/39 th
1423	2,474	1/39 th
1424	2,474	1/39 th
1425	2,474	1/39 th
1426	2,474	1/39 th
1427	2,474	1/39 th
1428	2,474	1/39 th
1429	2,474	1/39 th
1430	2,474	1/39 th
1431	2,474	1/39 th
1432	2,474	1/39 th
1433	2,474	1/39 th
1434	2,474	1/39 th
1435	2,474	1/39 th
1436	2,474	1/39 th
1437	2,474	1/39 th
1438	2,474	1/39 th
1439	2,474	1/39 th

When recorded return to:
WESTERN MANAGMENT ASSOC.
4252 So. Highland Drive #105
Salt Lake City, Utah 84124

11816289
03/11/2014 12:28 PM \$61.00
Book - 10216 Pg - 4207-4213
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WESTERN MANAGEMENT ASSOC
4252 S HIGHLAND DR #105
SLC UT 84124
BY: KRA, DEPUTY - WI 7 P.

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED ENABLING DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE COTTAGES AT SYCAMORES
A UTAH CONDOMINIUM PROJECT**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED ENABLING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COTTAGES AT SYCAMORES A UTAH CONDOMINIUM PROJECT is made and executed on the date set forth below and shall be effective upon recording in the Salt Lake County Recorder's Office.

RECITALS

- A. Certain real property in Salt Lake County known as The Cottages at Sycamores, recorded among the Recorder's Office for Salt Lake County, Utah ("Declaration") on December 5, 2007, as entry 10293112, in book 9545, pages 979-1030.
- B. This Amendment shall be binding against the property described in "Exhibit A" and the Declaration and any annexation or supplement thereto.
- C. This Amendment is intended to subject the Association to the Utah Condominium Ownership Act's ("Act") property insurance requirements pursuant to U.C.A. §57-8-43.
- D. Prior to the recording of this Amendment, the Declaration required Owners to purchase insurance for the Unit, and all improvements made thereto. Additionally, the Declaration required a determination of negligence or fault regarding the priority of coverage.
- E. The Association deems this Amendment to be in the best interests of the Unit Owners and the Association as a whole.
- E. Pursuant to Article IX, Section 9.1 of the Declaration, 67% of the total number of Unit Owners have approved this Amendment.

AMENDMENT

Article VI, of the Declaration is hereby amended to read as follows:

6.01 Property Insurance.

- (1) Hazard Insurance. The Association shall maintain a blanket policy of property insurance covering the entire Property, including the Common Area and all buildings including all Condominium Units, fixtures, and building service equipment.
 - (a) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or an "all inclusive" insurance policy as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Condominium Unit or any Limited Common Area or otherwise permanently part of or affixed to Common Areas, Condominium Units, or Limited Common Areas, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, windows.
 - (b) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.
 - (c) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Condominium Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.
 - (d) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; or (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.
 - (e) Each property policy that the Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement", if available, and (ii) "Building Ordinance or Code Endorsement", if available (the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction).
- (2) Owners Insurance and Responsibility for Payment of Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:
 - (a) the Association's policy provides primary insurance coverage;
 - (b) notwithstanding Subsection (a) above, and subject to Subsection (c) below:
 - i. the Owner is responsible for the Association's policy deductible; and
 - ii. the Owner's policy, if any, applies to that portion of the loss attributable to the

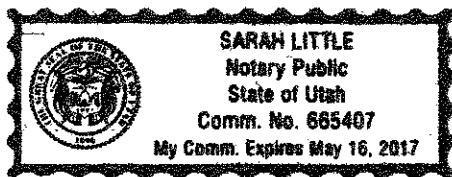
Association's policy deductible;

- (c) An Owner that has suffered damage to any combination of the Condominium Unit or Limited Common Area appurtenant to the Condominium Unit ("Condominium Unit Damage") as part of a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance policy ("a Covered Loss") is responsible for an amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to Condominium Unit Damage ("Condominium Unit Damage Percentage") for that Condominium Unit to the amount of the deductible under the Association's property insurance policy; and
- (d) If an Owner does not pay the amount required under Subsection (b) above within thirty (30) days after substantial completion of the repairs to, as applicable, the Condominium Unit or the Limited Common Area appurtenant to the Condominium Unit, the Association may levy an assessment against the Owner for that amount.
- (3) Association's Obligation to Maintain Property Insurance Deductible. The Association shall maintain an amount equal to the Association's property insurance policy or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible, if any is purchased.
- (4) Association's Right to Not Tender Claims Under the Deductible. If, in the exercise of its business judgment, the Board determines that a claim is likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage up to the amount of the Association's policy deductible; (b) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss up to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.
- (5) Notice Requirement for Deductible. The Association shall provide notice to each Owner of the Owner's obligation under Subsection (2) above for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.

6.02 Certificates. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or mortgagee.

6.03 Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and liability insurance policies.

6.04 Association's Right to Negotiate Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy are payable to an insurance trustee if one is designated, or to the Association, and shall not be payable to a holder of a security interest. An insurance trustee, if any is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this



Sarah Little

Notary Public

VTDI 20-34-109-040-0000 DIST 37K TOTAL ACRES 4.93
 COTTAGES AT SYCAMORES TAX CLASS UPDATE REAL ESTATE
 HOMEOWNERS ASSOCIATION INC MC LEGAL BUILDINGS
 % BACH HOMES LLC PRINT TOTAL VALUE

11650 S STATE ST # 300 NO:
 DRAPER UT 84020159450 EDIT 1 FACTOR BYPASS
 LOC: 7053 W COTTAGE POINT DR EDIT 0 BOOK 09424 PAGE 5828 DATE 08/08/2007
 SUB: COTTAGES AT SYCAMORES CONDO TYPE SUBD PLAT

03/11/2014 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY

BEG N 89^51'55" E 1107.38 FT; S 00^08'05" E 470.03 FT ER NW
 COR SEC 34, T2S, R2W, SLM; SW'LY ALG A 525 FT RADIUS CURVE
 TO R 614.47 FT (CHD S 57^38'38" W 579.99 FT); N 88^49'28" W
 285.24 FT; NW'LY ALG A 75 FT RADIUS CURVE TO R 53.74 FT (CHD
 N 68^17'52" W 52.60 FT); NW'LY ALG A 77.5 FT RADIUS CURVE TO
 L 97.37 FT (CHD N 83^45'48" W 91.09 FT); N 01^10'32" E 81.46
 FT; N 31^20'58" E 112.96 FT; S 88^49'28" E 251.72 FT; N
 59^40'29" E 337.50 FT; N 86^53'42" E 142.28 FT; S 65^53'05"
 E 185.21 FT TO BEG. LESS UNITS & STREET. 4.927 AC M OR L.
 (BEING THE COMMON AREA FOR COTTAGES AT SYCAMORES CONDO).

RXLP COTTAGES AT SYCAMORES CONDO

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR	PARCEL NUMBER	OBSOLETE?
		U	AREA		20-34-109-040-0000	
		U	1401		20-34-109-039-0000	
		U	1402		20-34-109-038-0000	
		U	1403		20-34-109-037-0000	
		U	1404		20-34-109-036-0000	
		U	1405		20-34-109-035-0000	
		U	1406		20-34-109-034-0000	
		U	1407		20-34-109-033-0000	
		U	1408		20-34-109-032-0000	
		U	1409		20-34-109-031-0000	
		U	1410		20-34-109-030-0000	
		U	1411		20-34-109-029-0000	
		U	1412		20-34-109-028-0000	
		U	1413		20-34-109-027-0000	
		U	1414		20-34-109-026-0000	
		U	1415		20-34-109-025-0000	
		U	1416		20-34-109-024-0000	
		U	1417		20-34-109-023-0000	
		U	1418		20-34-109-022-0000	

PF5=RXKP PF7=RXAB ENTER=NEXT PF12=PREV PF10=LAST
 LINE DOWN AND ENTER=RXPN PF1=VTDI PF4=RETURN TO RXEN

RXLP COTTAGES AT SYCAMORES CONDO

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
		U	1419	20-34-109-021-0000	
		U	1420	20-34-109-020-0000	
		U	1421	20-34-109-019-0000	
		U	1422	20-34-109-018-0000	
		U	1423	20-34-109-017-0000	
		U	1424	20-34-109-016-0000	
		U	1425	20-34-109-001-0000	
		U	1426	20-34-109-002-0000	
		U	1427	20-34-109-003-0000	
		U	1428	20-34-109-004-0000	
		U	1429	20-34-109-005-0000	
		U	1430	20-34-109-006-0000	
		U	1431	20-34-109-007-0000	
		U	1432	20-34-109-008-0000	
		U	1433	20-34-109-009-0000	
		U	1434	20-34-109-010-0000	
		U	1435	20-34-109-011-0000	
		U	1436	20-34-109-012-0000	
		U	1437	20-34-109-013-0000	
		U	1438	20-34-109-014-0000	
		U	1439	20-34-109-015-0000	

PF5=RXKP PF7=RXAB ENTER=NEXT PF12=PREV PF10=LAST
 LINE DOWN AND ENTER=RXPN PF1=VTDI PF4=RETURN TO RXEN

EXHIBIT "C"

**BYLAWS
FOR
THE COTTAGES AT SYCAMORES
HOMEOWNERS ASSOCIATION
(A Planned Unit Development)**

ARTICLE I

PLAN OF UNIT OWNERSHIP

Section 1.1: *Name and Location.* These are the Bylaws of The Cottages at Sycamores Homeowners Association (the "Association"). The Cottages at Sycamores is a community of single family Unit owners that has been subjected to Declaration of Covenants, Conditions and Restrictions for The Cottages at Sycamores recorded in Recorder's Office of Salt Lake County, Utah (the "Declaration"). These Bylaws are initially applicable to the recorded plat of The Cottages at Sycamores, as referenced in the Declaration.

Section 1.2: *Principal Office.* The principal office of the Association shall be in a location as determined from time to time by the Committee.

Section 1.3: *Purposes.* This Association is formed to serve as a means through which the Owners may take action with regard to the administration, management and operation of The Cottages at Sycamores, the properties and Units therein.

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

Section 1.5: *Composition of Association.* The Association shall be composed of all Owners, including Bach Land and Development LLC, a Utah Corporation (the "Declarant"), and the Association, itself, to the extent any of these own any Unit or Units of the Property.

Section 1.6: *Incorporation of Association.*

(a) The Association shall be incorporated under the Utah Revised Nonprofit Corporation Act. The Articles of Incorporation of the Association shall be consistent with the Declaration and these Bylaws, and these Bylaws shall constitute the Bylaws of the incorporated association. The name of the association shall be "The Cottages at Sycamores Homeowners Association, Inc."

(b) In the event the incorporated Association shall at any time be dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In that event, all of the property, powers and obligations of the incorporated association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, which vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible, any such successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the incorporated association as if they had been made to constitute the governing documents of the unincorporated association.

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

ARTICLE II

MEETING OF ASSOCIATION

Section 2.1: *Place of Meeting.* The Association shall hold meetings at such suitable place convenient to the Owners as may be designated by the Management Committee from time to time.

Section 2.2: *Initial Meeting.* The initial meeting of the Association shall be the first annual meeting of the Association pursuant to the provisions of Section 2.4 below, unless the Turnover Meeting is called by the Declarant prior to the date of the first annual meeting, in which case the initial meeting of the Association shall be the Turnover Meeting.

Section 2.3: *Turnover Meeting.*

(a) The Declarant shall call the Turnover Meeting pursuant to the provisions of Section 2.6 below. The purpose of the meeting shall be to organize the Association and to elect Committee member. If the Turnover Meeting is not called within the time specified, the meeting may be called and notice given by any Owner or first mortgagee of a unit.

(b) At the Turnover Meeting, the Declarant shall turn over to the Owners the responsibility for the administration of the Association, and the Owners shall accept the administrative responsibility from the Declarant. The Declarant shall deliver to the Association all records, documents and instruments relating to the Property and the Association.

Section 2.4: *Annual Meetings.* The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at a time and place within the State of Utah selected by the Management Committee of the Association. If the annual meeting of the members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 2.5: *Special Meetings.* Special meetings of the members may be called at any time by the president or by the Management Committee, or upon written request of the at least thirty percent (30%) of the members stating the purpose of the meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

Section 2.6: *Notice of Meetings.* Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days but not more than sixty (60) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 2.7: *Voting.* Each Unit shall be allocated one (1) vote in the affairs of the Association, except for the rights of the Declarant as provided in Section 3.6 of the Declaration. The Management Committee shall be entitled to vote on behalf of any Unit which has been acquired

by or on behalf of the Association, except the Management Committee shall not be entitled to vote such Units in any election of Committee members.

Section 2.8: Proxies, Absentee Ballots and Rights of Mortgages.

(a) Proxies

(1) A vote may be cast in person or by proxy. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated and signed by such Owner and shall be filed with the secretary in accordance with procedures adopted by resolution of the Management Committee.

(2) No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy; however, no proxy may be valid for more than eleven (11) months after the date of execution.

(3) No proxy shall be valid if it purports to be revocable without notice.

(4) An Owner may not revoke a proxy given except by actual notice of revocation to the person presiding over a meeting of the Association or to the Management Committee if a vote is being conducted by written ballot in lieu of a meeting pursuant to Section 2.14 below.

(5) Every proxy shall automatically cease upon sale of the Unit.

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

(c) Mortgage Rights.

(1) An Owner may pledge or assign the owner's voting rights to a Mortgagee. In such a case, the Mortgagee or its designated representative shall be entitled to receive all notices to which the owner is entitled hereunder and to exercise the owner's voting rights from and after the time that the Mortgagee shall have given written notice of the pledge or assignment to the Management Committee.

(2) Any first Mortgagee may designate a representative to attend all or any meetings of the Association.

Section 2.9: Fiduciaries and Joint Owners.

(a) Fiduciaries. An executor, administrator, guardian, or trustee may vote in person or by proxy, at any meeting of the Association with respect to any Unit owned or held in such capacity, whether or not the same shall have been transferred to his or her name; provided, that the person shall satisfy the secretary that he or she is the executor, administrator, guardian, or trustee holding the Unit in such capacity.

(b) Joint Owners. Whenever any Unit is owned by two or more persons jointly, according to the records of the Association, the vote of the Unit may be exercised by any one of the Owners then present, in the absence of protest by a co-owner. In the event of a protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of the Unit shall be disregarded completely in determining the proportion of votes given with respect to the matter.

Section 2.10: *Quorum of Owners.*

(a) Except as otherwise provided in the Declaration or these Bylaws, at any meeting of the Association, Owners holding fifty-one percent (51%) of the voting rights, present in person or by proxy, or absentee ballot if permitted under Section 2.8(b) above, shall constitute a quorum.

(b) In the event that a quorum does not convene, the members present at the meeting may adjourn the meeting and provide notice of re-adjournment of the meeting to be held within thirty (30) days of the notice.

At this subsequent meeting, Owners holding fifty percent (50%) of the voting rights, present in person or by proxy, or absentee ballot if permitted under Section 2.8(b) above, shall constitute a quorum. In the event that a quorum does not convene at this second meeting, the members present at the meeting may adjourn the meeting and provide notice of re-adjournment of the meeting to be held within thirty (30) days of the notice.

At this subsequent meeting, Owners holding twenty-five percent (25%) of the voting rights, present in person or by proxy, or absentee ballot if permitted under Section 2.8(b) above, shall constitute a quorum. The adjournment provisions of this subsection (c) do not apply to action by written ballot in lieu of a meeting under Section 2.14 below.

(c) The subsequent ratification of an Owner, in the action taken at a meeting shall constitute the presence of the person for the purpose of determining a quorum. When a quorum is once present to organize a meeting it cannot be broken by the subsequent withdrawal of an Owner or Owners.

Section 2.11: *Binding Vote.* The vote of the holders of more than fifty percent (50%) of the voting rights present, in person or by proxy or absentee ballot if permitted under Section 2.8(b) above, at a meeting at which a quorum is constituted shall be binding upon all Owners for all purposes except where a higher percentage vote is required by law, the Declaration, or these Bylaws.

Section 2.12: *Order of Business.* The order of business at annual meetings of the Association shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;

- (d) Reports of officers;
- (e) Reports of Committee member, if any;
- (f) Election of Committee member;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

Section 2.13: Meeting Procedure. Unless other rules of order are adopted by resolution of the Management Committee:

(a) Meeting of the Association shall be conducted according to the latest edition of Robert's Rules of Order published by the Robert's Rules Association.

(b) A decision of the Association may not be challenged because the appropriate rules of order were not used unless a person entitled to be heard was denied the right to be heard and raised an objection at the meeting in which the right to be heard was denied.

(c) A decision of the Association is deemed valid without regard to procedural errors related to the rules of order one year after the decision is made unless the error appears on the face of a written instrument memorializing the decision.

Section 2.14: Action By Written Ballot in Lieu of a Meeting.

(a) Action By Written Ballot. At the discretion of the Management Committee, any action, except election or removal of Committee member, that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every Owner that is entitled to vote on the matter not less than twenty (20) days prior to the date on which the ballots must be received by the Association in order to be counted.

(b) Form and Effect of Ballot

(1) The written ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action.

(2) A written ballot may not be revoked.

(c) Information Required in Ballot Solicitations. All solicitations for votes by written ballot must:

(1) State the number of responses needed to meet any applicable quorum requirements and the total percentage of votes needed for approval.

(2) Specify the period during which the Association will accept written ballots for counting, which period shall end on the earliest of the following unless the vote is pursuant to the secrecy procedure described in Subsection (d) of this section:

(a) The date on which the Association has received a sufficient number of approving ballots to pass the proposal;

(b) The date on which the Association has received a sufficient number of disapproving ballots to render the proposal impossible of passage; or

(c) A date certain on which all ballots must be returned to be counted.

(d) Secrecy Procedure. The Management Committee may elect to conduct a vote pursuant to this section by a secrecy procedure whereby a written ballot is accompanied by:

(1) A secrecy envelope;

(2) A return identification envelope to be signed by the owners, and

(3) Instructions for marking and returning the ballot.

(e) Determination of Vote. The outcome of a vote by written ballot in lieu of a meeting shall be determined by the Management Committee within forty-eight (48) hours of the deadline for return of ballots, or in the event the ballot return date is postponed, within forty-eight (48) hours of the postponed date. Matters that may be voted on by written ballot shall be deemed approved or rejected as follows:

(1) If approval of a proposed action would otherwise require a meeting at which a certain quorum must be present and at which a certain percentage of total votes cast is required to authorize the action, the proposal will be deemed to be approved when the date for return of ballots has passed, a quorum of owners has voted and the required percentage of approving votes has been received. Otherwise, the proposal shall be deemed to be rejected.

(2) If approval of a proposed action otherwise would require a meeting at which a specified percentage of owners must authorize the action, the proposal shall be deemed to be approved when the percentage of total votes cast in favor of the proposal equals or exceeds such required percentage. The proposal shall be deemed to be rejected when the number of votes cast in opposition renders approval impossible or when both the date for return of ballots has passed and such required percentage has not been met.

(3) Except as provided in Subsection (e)(4) of this section, votes may be counted from time to time before the final return date to determine whether the proposal has passed or failed by the votes already cast on the date they are entered.

(4) Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

(f) Owner Notification of Ballot Results. Each Owner shall be notified within ten (10) days after the ballots have been counted, by mail or other delivery of written notice, of the results of the ballot meeting or that a quorum of ballots was not returned.

Section 2.15: Action Without a Meeting

(a) Any action that may be taken at any annual, regular or special meeting of the Association, may be taken without a meeting and without solicitation of written ballots pursuant to Section 2.14 above, if the action is taken by all of the owners entitled to vote on the action.

(b) The action must be evidenced by one or more written consents describing the action taken, signed by all of the owners entitled to vote on the action, and delivered to the Association for inclusion in the minutes or filing with the Association records.

(c) Action taken under this section is effective when the last owner signs the consent, unless the consent specifies an earlier or later effective date. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

ARTICLE III
MANAGEMENT COMMITTEE, SELECTION, TERM OF OFFICE

Section 3.1: Number and Qualification.

(a) The affairs of the Association shall be governed by a Management Committee composed of three (3) interim Committee members as provided in Section 3.2 below. Subsequent to the Turnover Meeting, the Committee shall consist of five (5) Committee members elected as provided in Section 3.3 below.

(b) Except for interim Committee members, all Committee members must be an Owner or the co-owner of a Unit. However, multiple owners of the same Unit may not serve as Committee members simultaneously. An officer or employee of a corporation, a partner of a partnership, a trustee of a trust, a personal representative of an estate or an employee of a trust or estate, may serve on the Committee if the corporation, partnership, trust or estate owns a Unit.

Section 3.2: Interim Committee Member. Upon the recording of the Declaration, the Declarant shall appoint an interim Committee of three (3) Committee members, who shall serve until replaced by the Declarant or their successors have been elected by the Owners as provided in Section 3.3 below.

Section 3.3: Election and Term of Office.

(a) At the Turnover Meeting called by the Declarant, the interim Committee members shall resign and the Owners shall elect one class of two (2) Committee members to serve for three years, one class of two (2) Committee members to serve for two years, and one class of one (1) Committee member to serve for one year. Thereafter, the successors to each class of Committee member shall serve for terms of three (3) years. The intent of these Bylaws is that the terms of the Management Committee shall be staggered to the extent possible.

(b) Nomination to the Committee of Committee member and election shall be as specified in Article IV below.

(c) All Committee members shall hold office until their respective successors shall have been elected by the members.

Section 3.4: Vacancies. Vacancies on the Management Committee, caused by any reason other than the removal of a Committee member by a vote of the Association, shall be filled for the balance of the term of each Committee member by vote of a majority of the remaining Committee members even though they may constitute less than a quorum. Each person so elected shall be a Committee member until a successor is elected upon expiration of the term for which the person was elected by the other Committee member to serve.

Section 3.5: Removal of Committee Member.

(a) At any annual or special meeting, other than a meeting by written ballot conducted pursuant to Section 2.14 above, any one or more of the Committee members, other than interim Committee members, may be removed, with or without cause, by a majority of the Owners present in person or by proxy, at a duly constituted meeting. A successor may be elected at that meeting to fill the vacancy thus created. The notice of the meeting must state that the removal is to be considered and any Committee members whose removal has been proposed by the owners may be given an opportunity to be heard at the meeting.

(b) The Management Committee, pursuant to Section 6.2(c) below, may declare the office of a member of the Management Committee to be vacant in the event such member is absent from three (3) consecutive regular meetings of the Management Committee. The vacancy shall be filled as provided in Section 3.4 above.

Section 3.6: Compensation. No Committee member shall receive compensation for any service he or she may render to the Association. However, any Committee member may be reimbursed for actual expenses incurred in the performance of his or her duties.

Section 3.7: Action Taken Without A Meeting. In the case of any emergency, the Committee members shall have the right to take any action in the absence of a meeting which they could take a regular or special meeting by obtaining the written approval of all the Committee members in accordance with U.C.A. 16-6a-813. Any action so approved shall have the same effect as though taken at a meeting of the Committee members.

ARTICLE IV

NOMINATION AND ELECTION OF COMMITTEE MEMBER

Section 4.1: Nomination.

(a) Method of Nomination. Nomination for election to the Management Committee, including action under Section 3.4 above, shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting or any special meeting held

pursuant to Section 3.5 above. The Nominating Committee shall make as many nominations for election to the Management Committee as it shall in its discretion determine, but not less than the number of vacancies

(b) Nominating Committee. The Nominating Committee shall consist of a chairman, who shall be a member of the Management Committee; and two (2) or more members of the Association. The Nominating Committee shall be appointed by the president of the Association prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting.

Section 4.2: Election. Election to the Management Committee shall be by secret written ballot. At the election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE V

MEETINGS OF COMMITTEE MEMBER

Section 5.1: Organizational Meeting.

(a) Location, Date and Time. The first meeting of a newly-elected Management Committee shall be held within ten (10) days of election at such place, date and time as shall be fixed by the Committee members at the meeting at which the Committee members were elected and no notice shall be necessary to Owners or to the newly elected Committee member in order to legally hold the meeting providing a majority of the elected Committee member are present.

(b) Procedure and Business. Until the election of new officers, the meeting shall be chaired by the outgoing president, or in the absence of such person, the outgoing secretary, regardless of whether the outgoing president or secretary is a member of the newly constituted Committee. At the organizational meeting, the Management Committee shall elect officers in accordance with Section 7.2 below and may conduct any other Association business.

Section 5.2: Regular Meetings. Regular meetings of the Management Committee shall be held at least quarterly, at such place and hour as may be fixed from time to time by resolution of the Committee. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5.3: Special Meetings. Special meetings of the Management Committee shall be held when called by the president of the Association, or by any two (2) Committee member, after not less than three (3) days notice to each Committee member by mail, including electronic mail if approved by the Committee, telephone, or telegraph. The notice must state the time, place, and purpose of the meeting.

Section 5.4: Meeting Procedure. Unless other rules of order are adopted by resolution of the Management Committee:

(a) Meeting of the Management Committee shall be conducted according to the last edition of Robert's Rules of Order published by the Robert's Rules Association.

(b) A decision of the Management Committee may not be challenged because the appropriate rules of order were not used unless a person entitled to be heard was denied the right to be heard and raised an objection at the meeting in which the right to be heard was denied.

(c) A decision of the Management Committee is deemed valid without regard to procedural errors related to the rules of order one year after the decision is made unless the error appears on the face of a written instrument memorializing the decision.

Section 5.5: *Open Meetings, Executive Sessions.*

(a) Open Meetings. Except as provided in Subsection (b) of this section, all meetings of the Management Committee shall be open to Unit Owners. However, no Owner shall have a right to participate in the Management Committee meeting unless the Owner is also a member of the Committee. The president shall have the authority to exclude an Owner who disrupts the proceedings at a Committee meeting.

(b) Executive Sessions. In the discretion of the Committee, the following matters may be considered in executive session:

(1) Consultation with legal counsel concerning the rights and duties of the Association regarding existing or potential litigation or criminal matters;

(2) Personnel matters, including salary negotiations and employee discipline;

(3) The negotiation of contracts with third parties; and

(4) Collection of unpaid assessments.

(c) Executive Session Procedure.

(1) Except in the case of an emergency, the Management Committee shall vote in an open meeting whether to meet in executive session. If the Committee votes to meeting in executive session, the president or other presiding officer shall state the general nature of the action to be considered and, as precisely as possible, when and under what circumstances the deliberations can be disclosed to Owners. The statement, motion or decision to meet in executive session must be included in the minutes of the meeting.

(2) A contract or an action considered in executive session does not become effective unless the Committee, following the executive session, reconvenes in open meeting and votes on the contract or action, which must be reasonably identified in the open meeting and included in the minutes.

Section 5.6: *Meetings by Telephonic or Electronic Communication.* In the event of an emergency, meetings of the Management Committee may be conducted by telephonic communication or by the use of a means of communication that allows all members of the

Management Committee participating to hear each other simultaneously or otherwise to be able to communicate during the meeting.

Section 5.7: Notice to Owners of Meetings of Committee. For other than emergency meetings, notice of each Management Committee meeting must be posted at a place or places on the property at least three (3) days prior to the meeting, or notice must be provided by a method otherwise reasonably calculated to inform the Owners of the meeting.

Section 5.8: Waiver of Notice. Any Committee member may, at anytime, waive notice of any meeting of the Management Committee in writing, and the waiver shall be deemed equivalent to the giving of the notice. Attendance by a Committee member at any meeting of the Committee shall constitute a waiver of notice by the Committee member, except where the Committee member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all Committee members are present at any meeting of the Committee, no notice to Committee members shall be required and any business may be transacted at the meeting.

Section 5.9: Quorum and Acts. At all meetings of the Management Committee a majority of the existing Committee members shall constitute a quorum for the transaction of business and the acts of the majority of the Committee members present shall be the acts of the Management Committee. If, at any meeting of the Management Committee, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE VI

POWERS, RIGHTS AND DUTIES OF THE MANAGEMENT COMMITTEE

Section 6.1: General Powers and Duties. The Management Committee shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, the Declaration or by these Bylaws directed to be exercised and done by the Owners.

Section 6.2: Specific Powers. In addition to powers imposed by the Declaration, these Bylaws or by resolutions of the Association, the Utah Revised Nonprofit Corporation Act or other applicable law, the Management Committee shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area, including any improvements and amenities located thereon, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(b) Suspend the voting rights and right to use of any recreational facilities located on any Common Area of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations or any provisions of the Declaration.

(c) Declare the office of a member of the Management Committee to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Management Committee.

(d) Employ a manager, independent contractor, or such other individuals, entities or employees as they deem necessary and to prescribe their duties.

Section 6.3: *Specific Duties.* In addition to duties imposed by the Declaration, these Bylaws or by resolutions of the Association, the Utah Revised Nonprofit Corporation Act or other applicable law, the Management Committee shall have the duty to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such a statement is requested in writing by twenty-five percent of the members who are entitled to vote;

(b) Supervise all officers and agents;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the Annual Assessment against each Unit at least thirty (30) days in advance of each Annual Assessment period;

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

(3) Foreclose the lien against any Units for which Assessments are not paid within thirty (30) days after the due date thereof or to bring an action at law against the Owner personally obligated to pay the same;

(d) Procure and maintain adequate liability and hazard insurance on property Owned by the Association or maintained by the Association if required by the Declaration.

(e) Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate.

(f) Cause to be maintained the Common Area and any other areas shown on the Plat that may be owned by governmental entities who are not maintaining such areas and any other property required to be maintained by the Declaration.

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

(h) Establish a budget for payment of all Common Expenses of the Association, and institute and maintain a voucher system for payment, which shall require a sufficient number of signatories thereon as may be reasonably necessary to prevent any misuse of the Association's funds.

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

(j) At least annually, cause the review of the insurance coverage of the Association as provided in the Declaration.

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

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

(m) In the Committee's discretion, appoint an Architectural Control Committee, as provided in the Declaration; and a Nominating Committee, as provided in these Bylaws. In addition, the Management Committee shall appoint such other Committee member as deemed appropriate in carrying out its purpose. s and employees of this Association, and to see that their duties are properly performed;

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 7.1: *Designation and Qualification.*

(a) Designation. The principal officers of the Association shall be a president, a vice-president, a secretary and a treasurer.

(b) Qualifications. The president and vice-president shall be members of the Management Committee, but the other officers need not be Committee member or Owners. Any Committee may be an officer of the Association.

(c) Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices specified in subsection (a) of this section.

(d) Special Appointments. The Committee may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Committee may, from time to time, determine.

Section 7.2: *Election and Vacancies.* The officers of the Association may be elected by the Management Committee at the organizational meeting of each new Committee held in accordance with Section 5.1 above or any Management Committee meeting held thereafter to serve until their respective successors are elected at the next organizational meeting. If any office becomes vacant by reason of death, resignation, removal disqualification or any other cause, the Management Committee shall elect a successor to fill the unexpired term at any meeting of the Management Committee.

Section 7.3: *Resignation.* Any officer may resign at any time by giving written notice to the Committee, the president or the secretary. The resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

Section 7.4: Removal of Officers. Officers shall hold office at the pleasure of the Management Committee. Upon an affirmative vote of a majority of the members of the Management Committee any officer may be removed, either with or without cause.

Section 7.5: Compensation of Officers. No officer who is a member of the Management Committee may receive any compensation from the Association for acting as an officer, unless the compensation is authorized by a binding vote of the Owners. The Management Committee may fix any compensation to be paid to any officers who are not also Committee member.

Section 7.6: Duties of Officers. The duties of the officers are as follows:

(a) **President.** The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Management Committee. The president shall have all of the general powers and duties which are usually vested in the office of president of an association. The president shall have the authority to sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) **Vice-President.** The vice-president shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Committee. The Vice-President shall likewise have the authority to sign all leases, mortgages, deeds and other written instruments.

(c) **Secretary.** The secretary shall keep the minutes of all meetings of the Management Committee and the minutes of all meetings of the Association, have charge of such books and papers as the Management Committee may direct, and in general, perform all of the duties incident to the office of secretary.

(d) **Treasurer.** The treasurer shall have responsibility for the Association's funds and securities not otherwise held by a managing agent, and shall be responsible for causing full and accurate accounts of all receipts and disbursements to be kept in books belonging to the Association. The treasurer shall be responsible for causing the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Management Committee and disbursing funds as directed by resolution of the Committee.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS AND COMMITTEE MEMBER

Each officer and Committee member of the Association, in consideration of his or her services, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, to which he or she may be a party by reason of being or having been a Committee member or officer of the Association. The foregoing right to indemnification shall be exclusive of any other rights to which the Committee member or officer or person may be entitled by law or agreement or vote of the members or otherwise.

ARTICLE IX

RECORDS AND AUDITS

The Association shall maintain within the State of Utah all documents, information and other records of the Association in accordance with the Declaration, these Bylaws and the Utah Revised Nonprofit Corporation Act in the manner prescribed by a resolution adopted by the Management Committee.

Section 9.1: *General Records.*

(a) The Management Committee and managing agent or manager, if any, shall keep detailed records of the actions of the Management Committee and managing agent or manager; minutes of the meetings of the Management Committee; and minutes of the meeting of the Association.

(b) The Management Committee shall maintain a Book of Resolutions containing the rules, regulations, and policies adopted by the Association and Management Committee.

(c) The Management Committee shall maintain a list of Owners and a list of all first Mortgagees of Units. The list of Owners shall specify whether the Owner is an Owner in Good Standing or a Suspended Owner.

(d) The Association shall retain within this state all records of the Association for not less than the period specified in applicable law, except that:

(1) Documents of a permanent nature such as the following, if available, must be maintained as permanent records of the Association:

(A) The as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;

(B) The original specifications, indicating all subsequent material changes;

(C) The plans for underground site service, site grading, drainage and landscaping together with cable television drawings;

(D) Any other plans and information relevant to future repair or maintenance of the property; and

(E) A list of the general contractor and the electrical, heating and plumbing subcontractors responsible for construction or installation of common areas;

(2) Proxies and ballots must be retained for one year from the date of determination of the vote.

Section 9.2: *Records of Receipts and Expenditures.* The Management Committee or its designee shall keep detailed, accurate records in chronological order of the receipts and

expenditures affecting the Community, itemizing the maintenance and repair expenses of the Common Area or Association property and any other expenses incurred.

Section 9.3: *Assessment Roll.* The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. The account shall designate the Unit number, the name and address of the Owner or Owners, the amount of each Assessment against the Owners, the dates and amounts in which the Assessment comes due, the amounts paid upon the account, and the balance due on the Assessments.

Section 9.4: *Payment of Vouchers.* The treasurer shall pay all vouchers up to One Thousand Dollars (\$1,000) signed by the president, managing agent, manager, or other person authorized by resolution of the Management Committee. Any voucher in excess of \$1,000 shall require the signature of the president.

Section 9.5: *Financial Reports and Audits.*

(a) An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Management Committee to all Owners and to all Mortgagees of Units who have requested the same in writing within ninety (90) days after the end of each fiscal year.

(b) From time to time the Management Committee, at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners and Mortgagees of Units. At any time any Owner or Mortgagee may, at such Owner's or Mortgagees own expense, cause an audit or inspection to be made of the books and records of the Association.

Section 9.6: *Inspection of Records by Owners.*

(a) Except as otherwise provided in Section 9.7 below, all records of the Association shall be reasonably available for examination by an Owner and any Mortgagee of a Unit pursuant to rules adopted by resolution of the Management Committee.

(b) The Management Committee shall maintain a copy, suitable for the purposes of duplication, of the following:

(1) The Declaration, Bylaws and any amendments in effect or supplements thereto, and rules and regulations of the Association.

(2) The most recent financial statement prepared pursuant to Section 9.5 above.

(3) The current operating budget of the Association.

(c) The Association, within five (5) business days after receipt of a written request by an owner, shall furnish the requested information required to be maintained under Subsection (b) of this section.

(d) The Management Committee, by resolution, may adopt reasonable rules governing the frequency, time, location, notice and manner of examination and duplication of Association records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this section. The fee may include reasonable personnel costs incurred to furnish the information.

Section 9.7: Records Not Subject to Inspection. Records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern:

(a) Personnel matters relating to a specific identified person or a person's medical records.

(b) Contracts, leases and other business transactions that are currently under negotiation to purchase or provide goods or services.

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

(d) Disclosure of information in violation of law.

(e) Documents, correspondence or management or Committee reports compiled for or on behalf of the association or the Management Committee by its agents or Committee member for consideration by the Management Committee in executive session held in accordance with Section 5.5(b) above.

(f) Documents, correspondence or other matters considered by the Management Committee in executive session held in accordance with Section 5.5(b) above.

(g) Files of individual Owners, other than those of a requesting Owner or requesting mortgagee of an individual Owner, including any individual Owner's file kept by or on behalf of the association.

Section 9.8: Notice of Sale or Mortgage. Immediately upon the sale or Mortgage of any Unit, the Owner shall promptly inform the secretary or manager of the name and address of the purchaser, vendee or Mortgagee.

ARTICLE X

ASSESSMENTS

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

Section 10.2: Delinquent Unpaid Assessments. Any Assessments or portions thereof which are not paid when due shall be delinquent and subject to the remedies specified in the Declaration.

The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Unit, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment.

Section 10.3: *No waiver of Assessments.* No Owner may waive or otherwise escape liability for the Assessment provided for in the Declaration by non-use of the Common Area or abandonment of the Owner's Unit.

ARTICLE XI

AMENDMENTS

Section 11.1: *How Proposed.* Amendments to the Bylaws shall be proposed by either a majority of the Management Committee or by Owners holding at least thirty percent (30%) of the voting rights. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon.

Section 11.2: *Adoption.* Amendments may be approved by the Association at a duly constituted meeting or meeting by written ballot in lieu of a meeting conducted pursuant to Section 2.14 above for such purpose. Subject to Section 11.3 and 11.4 below, a vote of at least a two-thirds (2/3) of the Owners participating in a properly convened meeting, held for such purpose, is required for approval of any amendment.

Section 11.3: *Corrections and Regulatory Amendments.* Notwithstanding the provisions of Sections 11.2 of this section and any other provision of these Bylaws, and in addition to all other special rights of the Declarant provided in the Declaration and these Bylaws, until the Turnover Meeting, Declarant, unilaterally without the approval or joinder by the Association, Owners, Mortgagee or other person shall have the right to amend these Bylaws in order to:

(a) Correct obvious typographical, mathematical or other similar errors;

(b) Comply with the requirements of any applicable statute, ordinance, regulation or guideline of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, any department, bureau, Committee, commission or agency of the United States, the State of Utah, Salt Lake County, Draper City or any corporation wholly owned, directly or indirectly, by the United States, the State of Utah, Salt Lake County or Draper City which insures, guarantees or provides financing for a community such as The Cottages at Sycamores or Units in such a community.

Section 11.4: *Declarant Consent.* Any amendment must be approved by the Declarant, in writing, until the Turnover Meeting.

Section 11.5: *Additional Rights.* Until the Turnover Meeting, the Federal Housing Administration or the Veterans Administration or the Department of Housing and Urban Development, or any successor agencies thereto, shall have the right to veto amendments while

there if any such agency or any successor agencies thereto have approved the Properties, any part thereof, or any Unit, for federal mortgage financing.

Section 11.6: Execution and Recording. An amendment shall not be effective until certified by the president and secretary of the Association as being adopted in accordance with these Bylaws, acknowledged and recorded with the Recorder's Office of Salt Lake County, Utah.

Section 11.7: Challenge to Validity. No action to challenge the validity of an adopted amendment may be brought more than one (1) year after the amendment is recorded.

ARTICLE XII

MISCELLANEOUS

Section 12.1: Notice.

(a) Association. All notices to the Association or the Management Committee shall be sent care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Management Committee may hereafter designate from time to time.

(b) Owners.

(1) Except as otherwise provided in the Declaration, these Bylaws or law, all notices to any Owner shall be sent to such address as may have been designated by him or her, from time to time, in writing to the Management Committee, or if no address has been designated, then to the Owner's Unit.

(2) If a Unit is jointly owned or the Unit has been sold under a land sale contract, notice shall be sent to a single address, of which the secretary has been notified in writing by such parties. If no address has been given to the secretary in writing, then mailing to the Unit shall be sufficient.

Section 12.2: Waiver, Precedent and Estoppel. No restriction, condition, obligation, or provision contained in these Bylaws or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association as to any similar matter.

Section 12.3: Invalidity, Number, Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

Section 12.4: Fiscal Year. The fiscal year of the Association shall be determined by the Committee in its discretion.

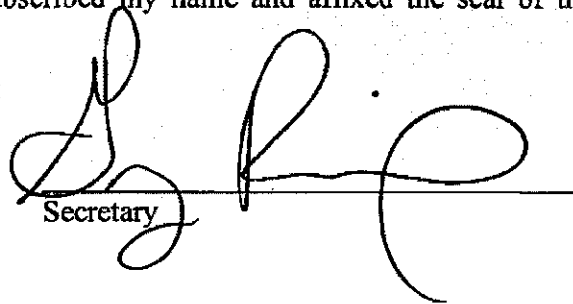
Section 12.5: Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, we, being all of the Committee member of The Cottages at Sycamores Homeowners Association, Inc., have hereunto set our hands this 5th day of December, 2007.

CERTIFICATION

I, THE UNDERSIGNED, do hereby certify that I am the duly elected and acting secretary of The Cottages at Sycamores Homeowners Association, Inc., a Utah non-profit corporation, and that the foregoing Bylaws constitute the original Bylaws of said Non-Profit Corporation, as duly adopted by unanimous written consent of the Management Committee thereof on this 5th day of December, 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Corporation this 5th day of December, 2007.


Secretary

RECEIVED

NOV 13 2007



Utah Div. Of Comp. & Comm. Code

11-13-07P12:19 RCVD

Department of Commerce
Division of Corporations and Commercial Code
I hereby certified that the foregoing has been filed
and approved on this 13 day of Nov 2007
in this office of this Division and hereby issued
This Certificate thereof.

Examiner BNW Date 11/13/07



Kathy Berg
Kathy Berg
Division Director

**ARTICLES OF INCORPORATION
OF
THE COTTAGES AT SYCAMORES
HOMEOWNERS ASSOCIATION, INC.
A Utah Non-Profit Corporation
(Pursuant to the provisions U.C.A. Section 16-6a-202)**

I, the undersigned natural person being of the age of eighteen years or more, acting as incorporator under the Utah Revised Non-Profit Corporation Act, adopt the following Articles of Incorporation for such Corporation.

**ARTICLE I
NAME**

The name of this corporation is THE COTTAGES AT SYCAMORES HOMEOWNERS ASSOCIATION, INC. (the "Association").

**ARTICLE II
DURATION**

The period of duration of this Association shall be perpetual.

**ARTICLE III
PURPOSE**

1. The Association is organized and shall be operated as a nonprofit corporation for the purpose of maintaining and administering the common areas, collecting and disbursing the assessments and charges provided for in the Declaration and/or Bylaws, and otherwise administering, enforcing, and carrying out the terms, covenants and restrictions of the Declaration and Bylaws and any rules and regulations of the Association, and generally providing for and promoting the health, safety, and welfare of the Owners.

2. No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered to the Association and to make payments and distributions in furtherance of the purposes set forth herein.

Date: 11/13/2007
Receipt Number: 2318920
Amount Paid: \$44.00

6816104

3. The Association shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income tax under 528(c) of the Internal Revenue Code of 1954, as amended (or the corresponding provision of any future United States Internal Revenue law).

ARTICLE IV MEMBERS & VOTING

The Association shall have Members. The terms and conditions of Membership will be set forth in the Declaration and Bylaws of the Association. There shall be one class of membership and members shall be entitled to vote in the affairs of the Association as set forth in the Declaration and Bylaws.

ARTICLE V BYLAWS

Provisions for the regulation of the internal affairs of the Association shall be set forth in the Bylaws (U.C.A. Section 16-6a-206).

ARTICLE VI DIRECTORS

The Association shall be governed by a board of directors in accordance with the Bylaws and Declaration of the Association and the Utah Revised Nonprofit Corporation Act, as amended. The number of directors of this Association shall be three (3). Directors shall be elected in accordance with the Bylaws. The directors may authorize one or more persons to exercise some or all of the powers that would otherwise be exercised by the board of directors. To the extent that the board authorizes a person other than the board of directors to have the authority and perform a duty of the board of directors, the directors shall be relieved to that extent from such authority and duty. The board of directors and the directors may be known by any other name designated in the Bylaws or Declaration.

ARTICLE VII INCORPORATORS

The Name and Address of the Incorporator is:

Matthew J. Winn, Esq.
Richards, Kimble & Winn, P.C.
2040 E. Murray-Holladay Rd., Suite 102
Salt Lake City, UT 84117

**ARTICLE VIII
REGISTERED OFFICE AND AGENT**

The address of the Association's registered agent and office shall be:


2040 E. Murray-Holladay Rd., Suite 102
Salt Lake City, UT 84117

Such office may be changed at any time by the Board of Directors without amendment to these Articles of Incorporation.

The Association's registered agent at such address shall be:

Matthew J. Winn, Esq.

I hereby acknowledge and accept appointment as Association registered agent:



Signature of Matthew J. Winn

**ARTICLE IX
DISTRIBUTIONS**

No part of the net earnings of the Association shall inure to the benefit of, or be distributable to its trustees, officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision of these Articles of Incorporation, the Association shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 528(c) of the Internal Revenue Code, as amended or supplemented, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, as amended or supplemented.

**ARTICLE X
DISSOLUTION**

Upon dissolution of the Association, the assets of the Association shall be dedicated to an appropriate business agency to be used for purposes similar to those for which the Association

was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted for such similar purposes.

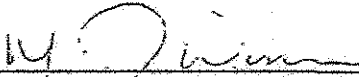
ARTICLE XI MISCELLANEOUS

1. Amendment. Any amendment of these Articles must be authorized and approved in the manner prescribed the Declaration relating to amendments. Any amendment so authorized and approved shall be accomplished in conformity with the laws of the State of Utah.

2. Interpretation. The captions preceding the various portions of these Articles are for convenience and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The invalidity or unenforceability of any provision contained in these Articles shall not affect the validity or enforceability of the remainder hereof. These Articles have been prepared in conjunction with the Declaration and should be read in light of that fact and liberally so as to effect the purposes of both instruments. In the event of a conflict between the provisions of these Articles and the provisions of the Declaration, the provisions of the Declaration shall prevail.

In Witness Whereof, I, Matthew J. Winn, Esq., have executed these Articles of Incorporation in duplicate this 12 day of November, 2007, and say:

That I am an incorporator herein; that I have read the above and foregoing Articles of Incorporation; know the contents thereof and that the same is true to the best of my knowledge and belief, excepting as to matters herein alleged upon information and belief and as to those matters I believe to be true.



Matthew J. Winn, Esq., Incorporator