

**AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF HORIZON HEIGHTS CONDOMINIUMS
(Salt Lake County, Utah)**

THIS AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HORIZON HEIGHTS CONDOMINIUMS (“Declaration”) is hereby adopted by Horizon Heights Condominiums Owners Association, Inc. (“Association”), for and on behalf of its Members, and made effective as of the date recorded in the Salt Lake County Recorder’s Office.

R E C I T A L S:

(A) This Declaration affects and concerns the real property located in Salt Lake County, Utah and more particularly described in **Exhibit “A”** attached hereto (“Property”).

(B) On or about September 29, 2016, a Plat Map depicting Horizon Heights Building 1A was recorded in the Salt Lake County Recorder’s Office as Entry No. 12376589.

(C) On or about September 29, 2016, an Enabling Declaration of Condominium for Horizon Heights was recorded in the Salt Lake County Recorder’s Office as Entry No. 12376589 (“Enabling Declaration”).

(D) On or about September 29, 2016, a Plat Map depicting Horizon Heights Building 1B was recorded in the Salt Lake County Recorder’s Office as Entry No. 12376583.

(E) On or about September 29, 2016, a Plat Map depicting Horizon Heights Building 1C was recorded in the Salt Lake County Recorder’s Office as Entry No. 12376584.

(F) On or about September 29, 2016, a Plat Map depicting Horizon Heights Building 1F was recorded in the Salt Lake County Recorder’s Office as Entry No. 12376589.

(G) On or about September 29, 2016, a Plat Map depicting Horizon Heights Building 1G was recorded in the Salt Lake County Recorder’s Office as Entry No. 12376589.

(H) On or about September 29, 2016, a Plat Map depicting Horizon Heights Building 1H was recorded in the Salt Lake County Recorder's Office as Entry No. 12376589.

(I) On or about December 5, 2016, a Plat Map depicting Horizon Heights Phase 3 Subdivision was recorded in the Salt Lake County Recorder's Office as Entry No. 12427463.

(J) On or about December 5, 2016, a Plat Map depicting Horizon Heights Phase 4 Subdivision was recorded in the Salt Lake County Recorder's Office as Entry No. 12427464.

(K) On or about December 22, 2016, a Notice of Reinvestment Fee Covenant was recorded including the first seven buildings in the Project identified in the Enabling Declaration ("First Horizon Heights Reinvestment Fee Covenant").

(L) On or about April 24, 2017, a Plat Map depicting Horizon Heights Building 1K was recorded in the Salt Lake County Recorder's Office as Entry No. 12520818.

(M) On or about March 24, 2017, a Plat Map depicting Horizon Heights Building 2D was recorded in the Salt Lake County Recorder's Office as Entry No. 12501537.

(N) On or about March 24, 2017, a Plat Map depicting Horizon Heights Building 2E was recorded in the Salt Lake County Recorder's Office as Entry No. 12501538.

(O) On or about March 24 24, 2017, 2017, a Plat Map depicting Horizon Heights Building 2I was recorded in the Salt Lake County Recorder's Office as Entry No. 12501539.

(P) On or about March 24, 2017, a Plat Map depicting Horizon Heights Building 2J was recorded in the Salt Lake County Recorder's Office as Entry No. 12501540.

(Q) On or about April 24, 2017, a Plat Map depicting Horizon Heights Building 4L was recorded in the Salt Lake County Recorder's Office as Entry No. 12520819.

(R) On or about April 24, 2017, a Plat Map depicting Horizon Heights Building 4M was recorded in the Salt Lake County Recorder's Office as Entry No. 12520820.

(S) On or about May 3, 2017, a Plat Map depicting Horizon Heights Building 5N was recorded in the Salt Lake County Recorder's Office as Entry No. 12527983.

(T) On or about May 3, 2017, a Plat Map depicting Horizon Heights Building 5O was recorded in the Salt Lake County Recorder's Office as Entry No. 12527984.

(U) On or about May 3, 2017, a Plat Map depicting Horizon Heights Building 5P was recorded in the Salt Lake County Recorder's Office as Entry No. 12527985.

(V) On or about May 3, 2017, a Plat Map depicting Horizon Heights Building 5Q was recorded in the Salt Lake County Recorder's Office as Entry No. 12527987.

(W) On or about June 27, 2017, a Notice of Reinvestment Fee, a Notice of Reinvestment Fee Covenant was recorded to include the subsequent ten building having been added. ("Amended Horizon Heights Reinvestment Fee Covenant").

(X) On or about December 3, 2017, a Plat Map depicting Horizon Heights Phase 5 Subdivision was recorded in the Salt Lake County Recorder's Office as Entry No. 12527981.

(Y) On or about March 23, 2018, an Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (with Amended and Restated Bylaws) for Herriman Towne Center Master Planned Community was recorded in the Salt Lake County Recorder's Office as Entry No. 12739846 ("Master Declaration").

(Z) On or about June 29, 2018, a First Amendment to the Declaration of Condominium for Horizon Heights Condominiums was recorded in the Salt Lake County Recorder's Office as Entry No. 12801866 ("First Amendment" or "Rental Amendment").

(AA) On or about April 1, 2021, a Notice of Assessment and Notice of Reinvestment Fee Covenant for the Master Association ("Master Reinvestment Fee") was recorded in the Salt Lake County Recorder's Office as Entry No. 13617949. (The First and Amended Horizon Heights Reinvestment Fee Covenants were in place prior to the Master Reinvestment Fee Covenant.)

(BB) The Association and its Members desire that the Board amend and

restate the existing Articles of Incorporation with the Utah Department of Commerce contemporaneously with the recording of this Declaration. The Association and its Members hereby authorize and approve filing the Amended & Restated Articles of Incorporation of Horizon Heights Condominiums Homeowner's Association ("Articles") with the State of Utah, a copy of which has been approved by the requisite Owners.

(CC) The Association and its Members desire that the Board adopt the Amended & Restated Bylaws for the Association and hereby authorize and approve the recording of the Amended & Restated Bylaws of Horizon Heights Condominiums Owners Association, Inc. as **Exhibit "B"** ("Bylaws"), which shall be recorded in the Salt Lake County Recorder's Office contemporaneously with the recording of this Declaration. These Bylaws hereby amend, replace, and supersede all prior bylaws and amendments, rendering the prior bylaws and amendments of no further force and effect. These Bylaws, along with any future amendment(s), shall be the sole Bylaws for the Property.

(DD) The Property is subject to certain protective covenants, conditions, restrictions, and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Units within the Project. Common Areas and Limited Common Areas are those areas that are depicted in the recorded Plat or as described in this Declaration. The Association and its Members desire to subject the Property to the terms and conditions of this Declaration, the Utah Condominium Ownership Act, Utah Code Ann. § 57-8-101 *et. seq.*, and the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 *et. seq.* The Property does not constitute a cooperative. This Declaration, except where specifically stated herein, shall amend, replace, and supersede all prior declarations and amendments.

1. Existing Rules remain in effect until amended by the Association.
2. The Association's First and Second Reinvestment Fee Covenants, as identified above, remain in effect and are not modified by this Declaration. Such Reinvestment Fee Covenants were established in the Enabling Declaration and are prior in time from any reinvestment fee asserted by the Master Association.

(EE) The Period of Declarant Control has ended.

(FF) These Recitals are made a part of this Declaration.

CERTIFICATION

Pursuant Article 15.1(b) of the Enabling Declaration, this Declaration was approved by no less than 67% of the Allocated Interest in the Association. By signing

below, the Board hereby certifies that the above-described approval was obtained, approving, and consenting to the recording of this Declaration, the Bylaws and filing of the Articles.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE 1 DEFINITIONS

1.0 Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

(A) “Act” means the Utah Condominium Ownership Act, Utah Code Ann. Sections 57-8-101 *et. seq.*

(B) “Allocated Interest” shall mean the undivided interest of an Owner, expressed as a percentage, in the Common Areas and facilities. The Allocated Interest is also utilized for purposes of calculating Assessments and voting rights in the Association. Each Unit is assigned a percentage of undivided interest in the Common Areas and facilities, as set forth in **Exhibit C**.

(C) “Architectural Control Committee” or “ACC” shall mean the Architectural Control Committee created by this Declaration, the Bylaws, and/or Articles. If no ACC is created, the Board shall assume all duties and authority of the ACC.

(D) “Assessment” shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, special assessment, individual assessment, reserve assessment, capital improvement assessment, fine, late fee, or other charge.

(E) “Articles” shall mean the Amended & Restated Articles of Incorporation for the Association, as amended from time to time.

(F) “Association” shall mean Horizon Heights Condominiums Owners Association, Inc. and as the context requires, the officers or directors of that Association.

(G) “Board” or “Board of Directors” shall mean the duly elected and acting Board of Directors of the Association. Board of Directors shall be synonymous with

“Management Committee” as utilized in the Utah Condominium Ownership Act.

(H) “Building” or “Buildings” are comprised of the seventeen (17) buildings within the Project, containing Units, as further set forth in the Plats and this Declaration.

(I) “Bylaws” shall mean the Amended & Restated Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as **Exhibit “B.”**

(J) “City” shall mean Herriman City, Utah and its appropriate departments, officials, and committees.

(K) “County” shall mean Salt Lake County, Utah and its appropriate departments, officials, and committees.

(L) “Common Areas” shall mean and refer to all property in the Project owned in common by the Owners including, but not limited to, the following items:

- i) All Common Areas and facilities designated as such in the Plat(s) or in this Declaration;
- ii) All real property and Improvements included within the Project that are not part of a Unit or Limited Common Area;
- iii) Structural element of the Buildings and Units including foundations, columns, girders, beams, supports, supporting walls, main walls (including any bearing walls, even if the bearing wall is located within the interior of a Unit), common walls, floors, sub-floors, sub-roofs, and ceilings between Units or between a Unit and a Common Area, other than the interior surfaces of such floor or ceiling, which interior surfaces form part of the Unit;
- iv) Building, Unit and garage exteriors, roofs, rain gutters, and down spouts;
- v) Landscaping in the Project;
- vi) Private roads;
- vii) Visitor parking, as further defined in the Association Parking Policy;
- viii) Sidewalks and walkways;
- ix) Fencing;
- x) Community mailboxes;
- xi) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Project and intended for the common use of all Owners;

- xii) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to two or more Units; and
- xiii) All other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation, or management of the Property owned by the Association for the common benefit of the Owners.

(M) “Common Expenses” means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas (and any Limited Common Areas that are the responsibility of the Association, if any); (B) providing facilities, utilities, services and other benefits to Owners as set forth in this Declaration; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the assessments; (F) operating the Association; and (G) creating reserves for any such costs, expenses and liability as required by this Declaration or the Act.

(N) “Declaration” shall mean this Amended & Restated Declaration of Covenants, Conditions and Restrictions for Horizon Heights Condominiums together with any subsequent amendments or additions through subsequent recording amendments or supplements.

(O) “Governing Documents” shall mean this Declaration, Bylaws, Articles, Rules, and any other documents or agreements binding upon an Owner.

(P) “Improvement” shall mean all structures and appurtenances of every type and kind, including but not limited to Buildings, Units, walkways, stairways, retaining walls, landscaping, decks, patios, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

(Q) “Limited Common Areas” shall mean all property designated on the recorded Plat or as described in this Declaration as Limited Common Area, being intended ultimately to be owned by the Association but for the exclusive use and enjoyment of one or more appurtenant Units but fewer than all of the Units, which include:

- (i) Driveways;
- (ii) First floor Unit patios;
- (iii) Second and Third Floor Unit balconies.

(R) "Manager" shall mean any entity or person engaged by the Board of Directors to manage the Project.

(S) "Owner" shall mean the person or persons having title to any Unit. Owner shall mean the person holding fee simple title and buyers under any contract for deed but shall exclude any person or entity holding title for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage. In addition, Owner may include a non-natural, but legally recognized entity, such as a limited liability company, corporation, partnership, limited partnership, trust, and/or other legally entity recognized by Utah State law. Accordingly, such an Owner may designate a natural person of its selection as Owner's agent to serve and act in the Owner's place. Notwithstanding the foregoing, an Owner may designate only one natural person to serve as its agent at any one time. Membership in the Association is appurtenant to each Unit and an Owner shall be deemed a "Member" of the Association.

(T) "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

(U) "Plat(s)" shall mean an official and recorded plats of Horizon Heights Condominiums in the Salt Lake County Recorder's Office, as it may be amended from time to time.

(V) "Project" shall mean all phases of Horizon Heights Condominiums and all Units, Common Areas, Limited Common Areas, and other property within the subdivision, as shown on the Plat(s) and any future Plat(s) covering the Property.

(W) "Project Improvements" shall mean all improvements to be installed outside the boundaries of Units or within easements as identified on the Plats that are necessary to provide public road access and/or private road access and utility service to the Units and including other construction work required to comply with any conditions of City or County or other governmental agencies to the approval of the Subdivision or any Plat(s) thereof.

(X) "Property" shall have the meaning set forth in the Recitals.

(Y) "Rules" mean any instrument adopted by the Board for the regulation and management of the Association as provided in the Governing Documents.

(Z) "Unit" shall mean and refer to a separate physical part of the Property intended for independent use, consisting of rooms or spaces located in a building. Units are shown on the Plat. Mechanical equipment, ducts, pipes, 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. Unit includes all decorated interiors, wallboard and drywall, 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. A Unit shall include the one (1) garage appurtenant to each Unit. Except where the context specifically requires otherwise, reference to a Unit shall include reference to the Allocated Interest in the Common Area appurtenant to such Unit.

“Unit” shall mean any numbered Unit shown on any official and recorded Plat(s) whether or not it contains an Improvement and shall include all mechanical equipment, A/C compressors, HVAC, water heaters and other appurtenances located within any one Unit or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, electrical panels, air conditioning apparatus, furnaces, radiators, stoves, fixtures, water heaters and the like shall be considered part of the Unit, as shall all drywall, insulation, floors, ceilings (excluding structural components of the floors and ceilings constituting Common Area), windows, window frames, skylights (if any), exterior glass, doors, doorframes, door locks, door bells, door knobs, garage doors, patio/balcony doors, shutters, awnings, window boxes, doorsteps, stoops, exhaust vents, or other fixture or apparatus intended to serve a single Unit, and similar components. All pipes, wires, conduits, or other public utility lines or installations serving only the Unit, and any other property of any kind, including fixtures and appliances within any Unit, which are within the Unit but 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. In addition, all decorated interiors and all surfaces of interiors and any other material constituting any part of the finished surfaces shall be part of the Unit. The Unit shall extend to the center of the walls shared with any abutting Unit, which center shall form the boundary of the Units sharing that wall.

- i) Furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other material constituting part of the finished surface of an interior wall, floor or ceiling on interior surfaces and the surface membrane above the roof surface of the roof terraces shall be deemed to be a part

of the Unit concerned. Notwithstanding the fact that they may be within the boundaries of such air space, the following are not part of a Unit insofar as they are necessary for the support or the use and enjoyment of another Unit and shall be part of the Common Areas and Facilities: (a) bearing walls; (b) common walls, floors and ceilings between Units or between a Unit and another Common Area (except for the interior surfaces of walls, floors and ceilings, which interior surfaces shall be part of the Unit, as described above);

- ii) Units do not include driveways.

ARTICLE 2

EASEMENTS & RIGHTS

2.1 Easement Concerning Common Area. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area, unless such access is restricted for necessary purposes such as operations and safety including, but not limited to: janitor and maintenance supplies, parking operating equipment, and other common facility equipment and operations. Such right and easement shall be appurtenant to and shall pass with title to each Unit and in no event shall be separated therefrom, or encumbered, pledged, assigned, or otherwise alienated by an Owner. Any Owner may temporarily delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner's Unit. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Area except for access, and utility easements for use in common with others.

- a. Clubhouse and pool are accessed through keycards, which are managed by the Association. Access may be impacted by failure to timely pay Assessment obligations or comply with the Governing Documents.
- b. Clubhouse Custodial Room, Mechanical Room, and Storage Room is restricted to authorized personnel.
- c. Breezeway closets (fire riser, cable, internet, dish connections) are restricted to authorized personnel.

2.2 Easement Concerning Limited Common Area. The Association shall have a non-exclusive easement for maintenance in and to the Limited Common Area in instances where the Association has a maintenance responsibility. The Association may adopt policies and procedures with respect to maintenance of Limited Common Areas notwithstanding the appurtenant Owners' obligation for such maintenance costs. The Association may also adopt Rules with regard to storage and materials that may be in the Limited Common Areas. With the exception of the rights and easements

granted to the Association, the Owner(s) of a Unit shall have the exclusive use of all Limited Common Area appurtenant to their Unit.

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

- (a) The right of the Association to govern by Rules the use of the Common Area for the Owners so as to provide for the enjoyment of said Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Units by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Area.
- (b) The right of the Association to suspend an Owner's right to the use of the Common Areas, or any amenities included therein, for any period during which an Owner is in violation of the terms and conditions of the Governing Documents or delinquent in the payment of a levied assessment or fee.
- (c) The right of the City, County, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across the Common Areas for the purpose of providing police and fire protection, utility access/installation, and providing any other governmental or municipal service.

2.4 Reservation of Access and Utility Easements. The Association hereby reserves an easement for access and utilities (including but not limited to: electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights

2.5 Easements for Encroachments. If any part of the Common Area or Limited Common Area now existing upon any Unit or hereinafter constructed by

Association encroaches upon a Unit, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any Common Area or Limited Common Area improvement on any Unit shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon a Unit or upon any portion of the Common Area or Limited Common Area due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

2.6 Easement in Favor of Association. The Project is hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees, and independent contractors:

- (a) For inspection of the Common Areas during reasonable hours in order to verify the performance by Owners or other persons;
- (b) For maintenance, repair, and replacement of relevant items;
- (c) For correction of emergency conditions on one or more Units or on portions of the Common Area and Limited Common Area; and
- (d) For the purpose of enabling the Association or any other committees appointed by the Association to exercise and discharge during reasonable hours their respective rights, powers, and duties.

2.7 Easements to and Funds Generated from Common Areas or Association Owned Property. The Board shall have authority to enter in to lease agreements with utility providers to utilize space on the building roof and may utilize any such funds received toward the Common Expenses or reserves for the Association, provided that such activity does not impact the use or views of top floor Residential Units and their respective private roof terraces. In addition, any funds generated from renting/reserving of Association meeting rooms by Owners or residents or from leasing Association owned Units may also be utilized for Common Expenses or reserves.

2.8 Utility Metering. Certain utilities are not metered at each individual Unit. Accordingly, the Association may assess Units for such costs.

2.9 Parking Areas. The Board may by rule designate and assign parking spaces in the Project.

2.10 UDOT Trax Rail Line Disclaimer. EACH OWNER AND OCCUPANT UNDERSTANDS AND ACKNOWLEDGES THAT THE UTAH DEPARTMENT OF TRANSPORTATION HAS PLANS TO EXTEND TRAX RAIL LINES THROUGH

THE HERRIMAN TOWNE CENTER NEARBY THE CONDOMINIUM PROJECT. THE ASSOCIATION HAS NO CONTROL ON WHETHER THE TRAX RAIL LINE WILL BE CONSTRUCTED AND MAKES NO WARRANTY FOR OR AGAINST ANY IMPACT (INCLUDING FINANCIAL AND PHYSICAL) THAT MAY RESULT THEREFROM.

ARTICLE 3

UNITS, COMMON AREAS, LIMITED COMMON AREAS, & MODIFICATION

3.1 Description of the Building & Units. The Project is comprised 17 residential Buildings and 170 residential Units. All Units shall be capable of being independently owned, encumbered, and conveyed. The Owner or Owners of each Unit shall be entitled to the exclusive possession and control of such Unit, subject to the rights of the Association set forth in the Governing Documents. Each Unit constitutes a separate parcel of real estate and will be separately assessed and taxed.

3.2 Description of Units. The Units are described in the Plat(s) and this Declaration.

3.3 Separate Taxation of Units. Each Unit constitutes a separate parcel of real estate and will be separately assessed and taxed.

3.4 Ownership of Common Areas. The Common Areas shall be owned by the Owners of all of the Units as tenants in common. The Allocated Interest in the Common Areas shall attach to each Unit. Upon any conveyance or transfer of a Unit, the undivided interest in Common Areas attributable to such Unit shall automatically be conveyed or transferred with the Unit. No undivided interest in Common Areas may be transferred or conveyed separate or apart from the Unit to which the undivided interest is attributable. Each Owner shall have a license to use all of the Common Areas, subject to the terms and conditions of the Governing Documents.

3.5 Shares of Common Expenses. Except as otherwise set forth in this Declaration, all Common Expenses shall be allocated among all Units in accordance with the Allocated Interest.

3.6 Limited Common Areas. Limited Common Area shall be used exclusively by the Unit to which such Limited Common Area is appurtenant and may not be severed from the ownership of the Unit. Notwithstanding, such Limited Common Area remains subject to the Governing Documents and the Association's ability to manage certain elements of such Limited Common Area

3.7 Modification to Units. Without prior, written approval from the Board, an Owner may not make any repairs, modifications, or alterations to any part of the exterior of a Unit or building, including exterior doors and windows. Similarly, without prior, written approval from the Board, an Owner may not conduct any interior remodels of the Unit that impact existing walls, structures or other items that may impact the integrity of the Unit, such as: shared walls, shared roofing/flooring and similar components. This provision is not intended to prevent an owner from decorating, painting, or conducting similar activities without the prior written permission of the Board. The Board may require that such modification or repairs be made in a particular manner and with qualified persons to maintain conformity within the Project.

- (a) Without prior approval of the Board, none of the following shall occur at any time: (1) any use of the Common Area or Limited Common Area for staging, storage, assembly, or construction, (2) any nuisance as established by law or by the Governing Documents, (3) any blocking of the Common Area by vehicles, materials, or persons, or (4) any use of the Association's garbage and disposal facilities for the disposal of debris, materials, or other items related to remodeling.
- (b) The Board shall have no authority to approve of any remodeling: (1) inconsistent with the Governing Documents; (2) that modifies the exterior dimensions of any Unit from the original construction (unless any such modification is approved of as otherwise required herein), or (3) that would cause unsafe conditions.
- (c) All remodeling and other repairs and modifications to Units must be completed in compliance with all applicable building code, laws, and the manufacturer's specifications for any materials, equipment, and fixtures.
- (d) The Association may require indemnification agreements from an Owner with respect to any approved modification that impacts the Common Areas or other shared components.
- (e) The Association may adopt design guidelines and policies and procedures with respect to the application process for modification to the Unit or building, including plan submission, retention of necessary professionals, appeals and other reasonable detail and requirements.

3.8 Combination of Units. Upon approval of the of 51% of the Allocated Interest, consistent with Declaration, as well as other rules and policies adopted by the Association with regard to combination of Units, an Owner of two or more adjoining Units may combine the Unit. Such combination, depending on the precise layout could contain the inclusion of certain adjacent Common Area/Limited Common

Area such as hallways and similar spaces to avoid unnecessary and/or dead-end hallways or other related concerns. All costs and expenses required in such supplement or amendment shall be borne by the Owner of the combined Units, including professionally designed plans and detail required by the Board. An approved combination shall be accompanied by an amendment or supplement to the Declaration upon completion of the combined Unit.

- (a) Upon completion of the combined Unit, the Board shall have the authority to record a supplement or amendment to the Declaration to reflect the modification of the percentage of undivided interest in the Common Areas and square footage as a result of the combination reflected in **Exhibit D**.
- (b) Any common walls separating the Units (and any included hallway space) to be combined shall, after the combination, be deemed to be part of the resulting combined Unit and shall not, with the exception of utilities or other facilities serving more than the resulting combined Unit, be thereafter considered part of the Common Areas.
- (c) The Association may determine the Unit number in conjunction with recording the amendment or supplement.
- (d) The same procedures apply for separation of previously combined Units.

ARTICLE 4

MAINTENANCE OF COMMON AREAS, LIMITED COMMON AREAS AND UNITS

4.1 Maintenance of Common Areas. Except as otherwise provided in this Declaration, the Association, or its duly designated agent, shall maintain all Common Areas, including, without limitation, the Improvements and any landscaping located thereon in good order and repair and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate.

- (a) Landscaping. General landscape and sprinkler maintenance, including the repair, maintenance and replacement of existing sprinkler systems and landscaping within the Common Areas, which shall generally include mowing, edging, blowing of grass, raking and disposal of leaves.
- (b) Snow Removal. The Association shall make reasonable and prudent efforts for the removal of snow from private roads, sidewalks, and other relevant Common Areas within the Project. Owners shall be responsible and take reasonable precautions with respect to ice and ice accumulation. The work of removing snow may be delegated to a third party. To the extent permitted

by law, the Association shall not be responsible or liable for third party's removal of snow. The Association may adopt policies with regard to snow removal from Limited Common Areas, Units, and other private areas.

4.2 Maintenance of Limited Common Areas. The Association shall maintain, repair and replace the Limited Common Areas. Notwithstanding, Owners are responsible for the costs associated to repairs that are not the result of ordinary wear, tear and age. Owners shall keep Limited Common Areas in clean, sanitary, and attractive condition, as further defined by rules and regulations adopted by the Board.

4.3 Owner's Responsibility for Maintenance of Units. Each Owner, at such Owner's sole cost and expense, shall maintain and/or replace such Owner's Unit and the Improvements constituting a part thereof, in good order and repair. The Owner shall be responsible for keeping the Unit and Improvements thereon in a clean and sanitary condition, free from leaks, mold and conditions impacting other Units or the building, including but not limited to pests and rodents. Each Owner shall also keep the interior of their Unit in a clean and sanitary condition and in a good state of repair.

4.4 Repairs by Association. In the event that an Owner permits their Unit or Improvements to fall into a state of disrepair that it is in a dangerous, unsafe, unsanitary, or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within 15 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Unit and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision, plus 15%. In addition, each Owner hereby grants to the Association a lien on the Unit and any Improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Unit in question. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

4.5 Repair Following Damage. In the event of casualty loss or damage to the improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Board, provided however

that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent injury or dangerous conditions following loss or damage before reconstruction begins. Such temporary measures may be taken without the consent or approval of the Board, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. Unless delayed by City/County approval or insurance carrier approval, no damaged structure will be permitted to remain on any Unit for more than 90 days without repairs commencing and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

4.5 Utilities. All utilities for individual Units (except those utility costs that are metered collectively and paid by the Association as a Common Expense item) will be metered separately to each Unit and such utility charges shall be the responsibility of the respective Owners.

ARTICLE 5

MEMBERSHIP

5.1 Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Unit and such membership shall automatically terminate when the Owner ceases to have an ownership interest in the Unit. Upon the transfer of an ownership interest in a Unit the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Unit is held by more than one Person, the membership appurtenant to that Unit shall be shared by all such Person in the same proportional interest and by the same type of tenancy in which title to the Unit is held.

5.2 Right of Association to Enter Units. The Association acting through the Board of Directors, or its duly authorized agent, shall have the right at all times upon reasonable notice of at least 48 hours, except for in an emergency, to enter upon or into any Unit, without trespass, to inspect, evaluate, assess, appraise, and to abate any infractions, to make repairs or correct any violation of any of the Project Documents, and in connection therewith shall have the further right to assess all costs incurred against the Owner, such assessment to be secured by a lien provided in Article 7. Notice shall not be necessary in case of an emergency originating in or threatening such Unit or any other part of the Condominium Project, including the sound or sight of running water in a Unit, the smell or sight of smoke or gas in a Unit, abnormal or excessive noises; and foul smell. Owners shall maintain up-to-date

emergency contact information records with the Association, including any local representative an Owner may have. Owners shall be responsible for any costs incurred by the Association as a result of entering a Unit under this Section and shall indemnify and hold harmless the Association for all damages related to such entry.

ARTICLE 6

VOTING

6.1 **Voting.** The Association shall have one class of voting. Owners shall be entitled to vote in accordance with their Allocated Interest. In order to be eligible to vote, an Owner must be current on all Assessments and charges at least 30 days in advance of the meeting, ballot, or vote. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Unit and such membership shall automatically terminate when the Owner cease to have an ownership interest in the Unit. Upon the transfer of an ownership interest in a Unit the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Unit is held by more than one Person, the membership appurtenant to that Unit shall be shared by all such Person in the same proportional interest and by the same type of tenancy in which title to the Unit is held.

ARTICLE 7

HOMEOWNER ASSOCIATION

7.1 **Organization.** The Association has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation. The Association shall be comprised of the Owners within the Project and is established for the benefit of the Owners and the enforcement of the Governing Documents. Membership in the Association is deemed an appurtenance to the Unit and is transferable only in conjunction with the transfer of the title to the Unit. The Association shall serve as the organizational body for all Owners.

7.2 **Enforcement Powers.** The Association shall have all powers granted to it by the Governing Documents and the Act to enforce these covenants and restrictions by actions in law or equity brought in the name of the Association, and the power to retain professional services needed to the enforcement of the Governing Documents and to incur expenses for that purpose, including but not limited to: (1) record, lien, foreclose and other enforcement and collection actions against an Owner and their Unit; (2) initiate legal or similar proceedings; (3) impose fines; (4) collect any rents directly from a tenant for past due assessments; (5) terminate an Owners' right to receive utility service paid as a common expense; (6) terminate an Owner's right to utilize Common Area and/or amenities; and (7) any other action or remedy

allowed by the Governing Documents or Utah law.

(a) The Association shall have the exclusive right to initiate enforcement actions in the name of the Association. The Association may appear and represent the interest of the Project at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners.

(b) The Association shall have the authority to initiate and compromise claims and litigation on behalf of the Association resulting from the enforcement of the Governing Documents. In the event that the Association initiates legal action against a specific Owner or Owners to enforce these Governing Document, whether or not such action results in the commencement of a formal legal proceeding, the Association shall have the right to assess the costs of such litigation, dispute, or enforcement action, including reasonable attorney fees, against the Owner(s) or Unit(s) in question and collect those assessment in any manner authorized in the Governing Documents or Utah law.

(c) The Board shall be afforded discretion to utilize its reasonable judgment to determine whether and how to: impose fines, record liens, pursue legal action; otherwise enforce the Governing Documents; or when and how to settle or compromise claims.

7.3 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses, and Common Expenses of the Association. The Association has the power to levy assessments against each Unit as necessary to carry out its functions. Assessments shall be levied against all Units in the Property, whether vacant or improved. Each Owner shall by acquiring or in any way becoming vested with their interest in a Unit, be deemed to covenant and agree to pay to the Association the assessments described in these covenants, together with late payment fees, interest, and costs of collection (including reasonable attorney fees), if and when applicable.

- (a) Assessments. All such amounts shall be, constitute and remain:
- (a) a charge and continuing lien upon the Unit with respect to which such assessment is made until fully paid; and
 - (b) the personal, joint and several obligations of the Owner or Owners of such Unit at the time the assessment falls due. No Owner may exempt themselves or their Unit from liability for payment of assessments by waiver of their rights in the Common Areas or by abandonment of their Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest, and costs of collection (including reasonable attorney fees) which shall be a

charge on the Unit at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

- (b) Special Assessment. The Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repairs or replacement of the Common Areas.
- (c) Individual Assessment. The Association may levy individual assessments on every Unit, Owner or occupant that shall cause any damage to the Project or otherwise causes the Association to incur any individual expense for maintenance, repairs, or enforcement action taken under the provisions of the Governing Documents. The amount of any such individual assessments shall be determined by the cost of such repairs, maintenance, or enforcement action, including all overhead and administrative costs (including reasonable attorney fees), and shall be allocated among the affected Owner(s) or Unit(s) according to the cause of damage, maintenance, repair work or enforcement action, as the case may be, which individual assessment may be levied in advance of the performance of work.
- (d) Reserve Fund Assessment. The Association may levy a reserve fund assessment, as set forth in this article.
- (e) Misc. Assessment. The Association may levy other assessments or fees, as authorized by the Governing Documents.
- (f) Association Assessments. The Association shall be exempt from assessments for any Unit owned by the Association.

7.4 Budget. The Board is authorized and required to adopt a budget annually, which shall be presented to the Owners at a meeting of members.

- (a) The Board may revise the approved budget from time to time as necessary to accurately reflect actual and/or anticipated expenses.
- (b) The budget shall estimate and include the total amount for the Common Expenses, shall contain an appropriate amount for reserves, and may include an amount for other contingencies. The budget shall also be broken down into reasonably detailed expense and income categories.
- (c) Unless otherwise established by the Board, regular Assessments shall be paid in equal monthly installments.

- (d) The budget may be disapproved if, within 45 days after the meeting wherein the Board presented the adopted budget to the Owners, there is a vote of disapproval by at least 51% of the Owners at a Special Meeting called for that purpose. If a budget is disapproved, the budget shall return to the last approved budget.

7.5 Reserve Fund Analysis. The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years to analyze the cost of repairing, replacing, or restoring Common Area and Limited Common Areas that have a useful life of three years or more and a remaining useful life of less than 30 years. This reserve analysis should be reviewed no less frequently than every three (3) years and updated if necessary. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

- (a) The Board may not use money in a reserve fund:
 - (i) For daily maintenance expenses, unless a majority of the Owners vote to approve the use of reserve fund money for that purpose;
 - (ii) For any purpose other than the purpose for which the reserve fund was established, unless a majority of the Owners vote to approve the alternate purpose; or
 - (iii) In the event that the Association experiences a surplus in any fiscal year, the Board may elect to place said surplus in the reserve fund account.
- (b) Capital Improvements in excess of \$10,000, which Capital Improvements do not include maintenance, repair and replacement of existing Common Areas, shall require the approval of a majority of the total Allocated Interest.

7.6 Reserve Fund Account Creation. The Board may create a reserve fund account that is separate and distinct from the Association's general account, which account shall be funded from the reserve fund assessments. The amount of the reserve fund assessment shall be a separate line item in the approved budget. The Board shall cause an assessment to be made against all Owners in an amount sufficient, within the Board's discretion, to fund the reserve account.

7.7 Reinvestment Fee. The Association's Reinvestment Fee Covenant is prior to and supersedes any asserted reinvestment fee by the Master Association. The Association's Notice of Reinvestment Fee and Amended Notice of Reinvestment

Fee include all 17 residential buildings in the Project. The Association hereby updates its prior recorded Reinvestment Fees to include the following fee:

The Association may levy a one-time reinvestment fee when a change in ownership of a Unit occurs in the amount of one-half of one percent (.005) of the sale price of the Unit, which amount shall be paid to the Association at the time of closing.

7.8 Date of Commencement of Assessments. The assessments provided for herein shall commence as to each Unit on the first day of the first month following the effective date of the first budget. Assessments shall be due and payable in a manner and on a schedule, as the Board may provide.

7.9 Fines. Following notice as required by the Act, the Association shall have the power to assess a fine against an Owner and/or their Unit for a violation of the terms and conditions of the Governing Documents in an amount set by the Board.

7.10 Hearing Process. The Board shall have authority to create a reasonable hearing process applicable when the Association takes an adverse action related to any particular Owner(s) in accordance with the Act.

7.11 Association Rules. The Board from time to time and subject to the provisions of the Governing Documents, may adopt, amend, repeal, and enforce Rules governing the Project.

7.12 Statement of Account & Payoff Information. Upon a written request from an Owner that the Association provide the Owner with a statement of their account, the Association may charge a fee, not to exceed \$10.00, for providing such statements. In addition, when a request is made to the Association to provide payoff information needed in connection with the financing, refinancing, or closing of a Unit Owner's sale of their Unit, the Association may charge a fee not to exceed \$50.

ARTICLE 8

NONPAYMENT OF ASSESSMENTS

8.1 Delinquent Assessment. Any assessment not timely paid shall be delinquent, and the Association may invoke any and all remedies to recover said delinquent assessments including by: suit, judgment, lien, foreclosure, or other remedy authorized by the Governing Documents or the Act.

8.2 Due Date, Charges & Interest. Unless otherwise established by the Board through rule or resolution, monthly assessments shall be due and payable on the first of each month and late if not received by the 10th of each month. The Board

may charge a late fee in an amount set by the Board, for each unpaid or late assessment. In addition to late fees, interest may accrue on all unpaid balances at 18% per annum. The Board may also impose other reasonable charges imposed by a Manager related to collections.

8.3 Lien. Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first or second mortgage of record made in good faith and for value recorded prior to a recorded notice of lien by the Association.

8.4 Foreclosure Sale. The Association shall have all rights and power of foreclosure granted by the Act, both judicially and non-judicially. The Association may also bid for the Unit at foreclosure sale, acquire, hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of any Special Assessment that would have been charged had such Unit not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid assessments and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

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

8.6 Payment by Tenant. The Association shall be entitled to demand and collect from a tenant of any Unit, the amount of any assessment that is more than sixty (60) days past due.

8.7 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents. These fees may be collected by special or individual assessment against the subject Owner(s) or

Unit(s).

ARTICLE 9
SUBORDINATION OF LIEN TO INSTITUTIONAL
FIRST AND SECOND MORTGAGES

9.1 The lien of assessments and late charges (subject to the limitations of Utah law), and costs (including attorney fees) provided for herein, shall be subordinate to the lien of any institutional first or second mortgage of record made in good faith and for value, recorded prior to a recorded notice of lien by the Association. No foreclosure, sale or transfer shall relieve any Owner who was the Owner prior to such foreclosure, sale, or transfer from personal liability for any assessments due and owing prior to such foreclosure, sale, or transfer.

ARTICLE 10
ARCHITECTURAL RESTRICTIONS

10.1 Architectural Control Committee ("ACC"). An Architectural Control Committee may be appointed by the Board in accordance with the Bylaws and Articles of the Association to oversee any construction, re-construction, remodeling or altering of exterior Improvements. If no ACC is appointed, the Board will assume the duties and responsibilities of the ACC.

10.2 Unit Construction & Materials. The Board or ACC may adopt Rules with regard to allowed Improvements, colors, materials, appearance, and other rules governing the construction process.

ARTICLE 11
USE RESTRICTIONS

11.1 Rules and Regulations. The Association has authority to promulgate and enforce such Rules and procedures as may aid the Association in carrying out any of its functions or to ensure that the Project is maintained and used in a manner consistent with this Declaration and the Bylaws.

11.2 Use. Units shall be occupied and used only as a private single-family residence. Common Areas are to be used in a manner consistent with their community nature and use restriction.

11.3 Signs. No signs shall be erected or maintained in the Project, except as provided by the Board or otherwise allowed in this Declaration.

11.4 Nuisance. No noxious, illegal, or offensive activity shall be carried on upon the Project, nor shall any activity that might be or become an annoyance or nuisance to other Owners or Occupants be permitted to interfere with their rights of quiet enjoyment, increase the rate of any insurance, or decrease the value of the Units. No Owner or Occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule, or regulation of any local, county, state, or federal body. Any violation of the Project Documents shall be deemed a nuisance.

11.5 Temporary Structures. No structure or building of a temporary character, including a tent, shack, or shed, shall be placed upon the Project, or used therein unless the same and its proposed use are approved by the Board of Directors.

11.6 Parking. Parking is prohibited on the streets, unless otherwise designated by the Board and allowed by applicable law. Each Unit has a single-car garage and Limited Common Area driveway for the parking of vehicles. Vehicles shall not be parked at any location within the Project, which would impair vehicular or pedestrian access, or snow removal. Undesignated parking stalls shall be subject to and governed by Association Rules. The Board may adopt Rules relating to the size and dimensions of the vehicles parked within the Project; relating to the admission and temporary parking of vehicles within the Project; and the use of the undesignated parking spaces identified on the Plat, if any, the right to remove or cause to be removed any vehicles that are improperly parked, the time visitor spaces may be used and the assessment of charges to Owners and Occupants who violate, or whose invitees violate, such Rules.

(a) Electric Vehicles. The Board may adopt policies governing parking, infrastructure, charging, and other rules and requirements regarding electric vehicles in the community.

11.7 External Fixtures. No external items such as, but not limited to, television and radio antennas, satellite dishes, flag poles, clotheslines, wiring, insulation, air condition equipment, water softening equipment, fences, awnings, ornamental screens, exterior doors, screen doors, porch or patio or balcony enclosures, sunshades, lighting fixtures, walls, windows, skylights, landscaping and planting, other than those provided in connection with the original construction for the Condominium Project, and any replacements thereof, and other than those approved by the Board of Directors, and any replacements thereof, shall be constructed, erected, or maintained on the Condominium Project without the prior written approval of the Board. The Board of Directors may adopt Rules regulating the location, type, color, and design of these external fixtures. Any damage caused by the installation of any external fixture to the Common Areas (including roofs and exterior surfaces) shall be repaired by the Association, but the Association may assess such repair costs as an Individual Assessment (see Article 7) against the Owner who is

responsible for installing the external fixture, regardless of whether such fixture was approved in advance by the Board of Directors.

11.8 Window Covers. No window shall be covered by paint, grease, blankets, rugs, foil, sheets, towels, newspaper, or similar items. The Board of Directors may adopt Rules regulating the type, color, and design of the external surface of window covers. All window coverings shall be installed within (1) month of moving into a Unit.

11.9 Repairs. No repairs of any detached machinery, equipment, or fixtures, including without limitation, motor vehicles, shall be made on the Project, unless such work is done within the Unit's garage.

11.10 Unightly Items. All rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from Units and Limited Common Areas and shall not be allowed to accumulate therein or thereon. Machinery and equipment not a part of the Units, shall be prohibited in any Unit and Limited Common Area unless obscured from view of adjoining Units and Common Area. To maintain the orderliness and aesthetics of the Project, the Board may determine, in its sole discretion, the appropriate method(s) for obscuring machinery and equipment. Trash and garbage shall be properly disposed in accordance with the Rules applicable thereto adopted by the Board of Directors.

11.11 Pets. Two (2) domestic pets per Unit is allowed. No pets, animals, livestock, or poultry of any kind shall be bred in, on, or about the Project. The Board may adopt Rules adding further restrictions related to pets not inconsistent with this Declaration including but not limited to requirements for registration and the use of leashed and noise barking limitations. All pets must be registered in advance with the Association, as determined by the Board. All pets must be properly licensed and registered with the appropriate governmental agency and must abide by all pet Rules adopted by the Board of Directors from time to time. Pets may not create a nuisance. The following acts of an animal may constitute a nuisance: (a) it causes damage to property or anyone other than its owner; (b) it causes unreasonable fouling of the air by odors; (c) it causes unsanitary conditions; (d) it defecates on any Common Area or Limited Common Area of another Owner and the feces are not immediately cleaned up by the responsible party; (e) it barks, whines or howls or makes other disturbing noises in an excessive, continuous, or untimely fashion; or (f) it molests or harasses a passerby by lunging at them or chasing passing vehicles. Pets may not be tied or tethered in the Common Area and shall be leashed whenever outside the Unit.

11.12 Landscape Maintenance. The Association shall have the right and duty to maintain and the right to alter and change any and all landscaping in the Common Area. The Association shall have the right of access to all Common Area and Limited

Common Area of the Condominium Project as necessary for such landscape maintenance. If the Association is unable to enter into a Limited Common Area for landscape maintenance, then the Owner shall be responsible for such maintenance.

11.13 Floor Load. There shall be no floor load in excess of the weight for which the Unit or balcony was designed, unless special arrangements are made, and an engineering determination of floor load capacity in the areas of the heavy use is approved in writing by the Board of Directors. This includes, but is not limited to, the use of waterbeds, or Jacuzzi hot tubs.

11.14 Residential Occupancy and Commercial Activity Limits. No business use and trade may be conducted in or from any Unit unless:

- (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit;
- (b) the business activity conforms to all zoning requirements for the Project;
- (c) the business activity does not involve persons coming onto the Project who do not reside in the Project or door-to-door solicitation of residents of the Project;
- (d) such business is legal within the meaning of all applicable statutes of the state of Utah and all ordinances of municipal authorities; and
- (e) the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents, as may be determined in the sole discretion of the Board of Directors.
- (f) Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this Section.

11.15 No Subdivision of Units or Further Restrictions. No Unit shall be split, subdivided, or separate into two (2) or more Units, and no Owner of a Unit shall sell part of a Unit. No subdivision plat or covenants, conditions or restrictions shall be recorded by any Owner or other Person with respect to any Unit unless the Board of Directors has first approved the plat or the proposed covenants, conditions, or restrictions, such approval to be evidenced by the Association's signature on the final recorded plat or instrument imposing the covenants, conditions, or restrictions. Any plat or covenants, conditions, or restrictions recorded in violation of this Section shall be absolutely null and void. The Board of Directors review shall be for the purpose of

assuring, in the sole and absolute discretion of the Board of Directors, that the plat or covenants, conditions and restrictions are consistent and compatible with the overall plan of development of the Property. However, in no event shall the approval of the Board of Directors of any plat or covenant, condition or restriction be an abandonment or waiver of any provision of this Declaration. The provisions of this Declaration shall be and remain superior to any such plat or covenants, conditions, or restrictions except to the extent they defer to the Plat.

11.16 Architectural Control. No exterior changes whatever shall be commenced, erected, maintained, made, or done without the prior written approval of the Board of Directors or any committee established by the Board of Directors for that purpose. By way of illustration, but not of limitation, the following are considered exterior changes: painting, landscaping, repair, excavation, patio covers, screens, windows, doors, fences, window air conditioners, fireplaces, skylights, sheds/storage buildings, solar collectors, shade screens, awnings, window coating or tinting, decorative alterations, or other work that in any way alters the exterior appearance of the Property. The Board may designate the design, color, style, model and manufacturer of any exterior improvement or alteration that is acceptable. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values. No interior structural changes whatsoever shall be commenced, erected, maintained, made, or done without the prior written approval of the Board of Directors, or any committee established by the Board. Any structural change may be denied by the Board, or the Board may require the Owner to provide an engineering report demonstrating, in the discretion of the Board, that the structural changes will be constructed in a way to prevent any impact on the building or other Units. By way of illustration, but not of limitation, the following are considered interior structural changes: moving, removing, adding, or altering walls, doorway, and the like.

11.17 Lighting. Exterior lighting fixtures and walkway and landscaping lights shall be allowed only to the extent approved by the Board of Directors.

11.18 Unit Heating. Owners shall heat Units to no less than fifty-degrees (50° F) at all times to prevent pipes from freezing.

11.19 Hazardous Substances.

- (a) The Owners shall comply with applicable environmental laws (as defined below), and shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances (as defined below), on or within the Condominium Project that are not properly controlled, safeguarded, and disposed of. The Owners shall not do, nor allow anyone else to do, anything affecting the Condominium Project that is in

- violation of any environmental law. The preceding two sentences shall not apply to the presence, use or storage on the Condominium Project of small quantities of hazardous substances that are generally recognized to be appropriate to maintenance of a Unit or the Condominium Project.
- (b) Each Owner shall indemnify, defend and hold the Association and each and every other Owner harmless from and against any and all claims and proceedings (whether brought by private party or governmental agency) for bodily injury, property damage, abatement or remediation, environmental damage or impairment; or any other injury or damage resulting from or relating to any hazardous substances located under or upon or migrating into, under, from or through the Condominium Project, which the Association or the other Owners may incur due to the actions or omission of an indemnifying Owner. The foregoing indemnity shall apply: (i) whether or not the release of the hazardous substances was caused by an indemnifying Owner, a tenant, invitee or otherwise of an indemnifying Owner; and (ii) whether or not the alleged liability is attributable to the handling, storage, generation, transportation, or disposal of hazardous substances on the Condominium Project. The obligations of each Owner under this Section shall survive any subsequent sale by an indemnifying Owner.
 - (c) As used in this Section, “hazardous substances” are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this Section “environmental law” means federal laws and the laws of the jurisdiction where the Condominium Project is located that relate to health, safety, or environmental protection.

11.20 Smoke and Carbon Monoxide Detectors. Each Unit shall have an operable Smoke and Carbon Monoxide Detector as required by building code. The Board of Directors may, but is not required to, upon advance notice of at least seventy-two (72) hours, enter a Unit to ensure that the Unit is in compliance with this Section.

11.21 Variances. The Board of Directors may, in its sole discretion, upon a showing of extenuating circumstances, grant variances from the Restrictions set forth in this Article if the Board of Directors determines in its discretion: (a) either (i) that a Restriction would create an unreasonable hardship or burden on an Owner or Occupant, or (ii) that a change of circumstances since the recordation of this Declaration has rendered such Restriction obsolete; and (b) that the activity permitted under the variance will not have any substantial adverse effect on the Owner or Occupants of the Condominium Project and is consistent with the high

quality of life intended for residents of the Condominium Project. Any such variance shall be unenforceable and without any effect whatsoever unless reduced to writing and signed by every member of the then existing Board of Directors. The members of the Board of Directors and the Board of Directors shall not have the right or authority to deviate from this Declaration except as specifically provided for in this provision. No Owner or any other person may rely upon any permission to deviate from this Declaration by anyone including any Board Member or the entire Board of Directors unless it is reduced to writing and signed as required in this provision.

11.22 Smoking Restrictions. No smoking is permitted within the breezeways in the community. Further smoking restrictions may be adopted by rule.

ARTICLE 12 RENTAL/LEASE RESTRICTIONS

12.1 Rental/Lease Restrictions.

(a) Daily, nightly, weekly, or monthly occupation by non-owner occupants is prohibited (whether pay or not), and Units shall not be advertised or listed for short term rental on such sites as Airbnb, VRBO, HomeAway, Flipkey, Wimdu, House Trip and similar international, national, or local providers.

(b) An Owner may not lease less than the entire Unit for an otherwise qualifying Unit.

(c) Any lease or agreement for non-owner occupancy must be in writing, must be for an initial term of at least six months, and shall provide as a term of the agreement that the resident shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for non-owner occupancy (whether in writing or not) does not include these provisions, these provisions shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the resident.

(d) A copy of any lease or other agreement for non-owner occupancy shall be delivered to the Association prior to occupation of the Unit by the non-owner occupant.

(e) The Owner(s) of a Unit shall be responsible for the occupant's or any guest's compliance with the Governing Documents. In addition to any other remedy for noncompliance with this Declaration, the Association,

following notice to the Owner, shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending non-owner occupant. The Association, Board, and the Manager shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Board, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph. For purposes of this subparagraph, each Owner in accepting the deed to a Unit expressly consents to such authority and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments and pursue any and all remedies available to remove the offending non-owner occupant.

(f) Violations of the provisions of this Article shall result in the imposition of a fine and/or other legal action, as allowed by the Declaration and Utah Community Association Act.

(g) Maximum Number of Rental Units/FHA Certification. It is the Association's intent to manage its Existing Rental Units in order to maintain eligibility for FHA Certification. The Association maintains a list of Existing Rental Units. As of the date of this recording, there are 62 Existing Rental Units and 6 temporary Exempt Non-Owner-Occupied Units for a total non-owner occupancy of 40% of the total Units (170 Units). If there is 40% or less of the total Units being rented, an Owner may apply to the Association to rent their Unit until the 40% maximum cap is reached.

- i. Further, no individual Building may have more than 50% of its Units (more than 5 Units) that are non-owner-occupied Units. It is the Association's intent to obtain compliance with this restriction over time. Thus, the ability to lease an Existing Rental Unit in a Building with five or more Existing Rental Units expires upon the sale or transfer of ownership of said Unit or if an Owner re-occupies the Unit.
- ii. The Association may develop and maintain an application and waiting list for those Owners that desire to lease their Unit in compliance with this Declaration. Over time, the Association intends to keep the overall rental percentage at 40% or below and less than 50% rentals in each Building in the Project.

(h) Exempt Non-Owner-Occupied Units. In addition to the Existing Rental Units, the following Units may be temporary Non-Owner-Occupied Units if the conditions below remain satisfied:

- i. An Owner in the military for the period of the Owner's deployment;
- ii. A Unit occupied by an Owner's parent, child, or sibling;
- iii. An Owner whose employer has relocated the Owner for less than two years;
- iv. A Unit owned by a trust or other entity created for the estate planning purposes if the trust or other estate planning entity was created for:
 1. The estate of a current resident of the Unit; or
 2. The parent, child, or sibling of the current resident of the Unit.

(i) Permitted Rules. The Association may adopt Rules requiring the reporting and procedural requirement related to non-owner-occupied Units and the occupants of those Units, including requiring informational forms to be filled out by Owners and/or residents identifying non-owner occupants, vehicles, phone numbers, etc. The Association may adopt other reasonable administrative provisions and rules as it deems appropriate to enforce, the requirements of this Declaration, expressly including parking rules and requirements.

ARTICLE 13

INSURANCE

13.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by the Act. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.

As used in this Article:

- (1) "Covered Loss" means a loss, resulting from a single event or occurrence that is covered by the Association's property insurance policy.
- (2) "Unit Damage" means damage to a Unit.
- (3) "Unit Damage Percentage" means the percentage of total damage resulting in covered loss that is attributable to Unit Damage.

In the event of a covered loss, Owner(s) shall pay their portion of any Association deductible in accordance with that Unit's Unit Damage Percentage.

13.2 Property Insurance.

(a) Hazard Insurance.

- (i) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas, Limited Common Areas Units, buildings, and other facilities.

(1) Any 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 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.

(b) Earthquake Insurance. The Association may purchase earthquake insurance to cover earthquakes not otherwise covered by blanket property insurance. In the event earthquake insurance is added, it must be approved for a specified minimum period of time.

(c) Associations Obligation to Segregate Property Insurance Deductible. The Association shall keep segregated an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.

(d) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board of Directors determines that a claim is likely not to exceed the Association's property insurance policy deductible the Association need not tender the claim to the Association's insurer.

13.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence.

13.4 Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board of Directors, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). The policy shall:

- (a) Include coverage for volunteers and employees;
- (b) Include coverage for monetary and non-monetary claims;
- (c) Provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims; and
- (d) Provide coverage for defamation.

In the discretion of the Board of Directors, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the manager.

13.5 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association may obtain insurance covering the theft or embezzlement of funds that shall:

- (a) Provide coverage for an amount of not less than the sum of three months regular assessment in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and
- (b) Provide coverage for theft or embezzlement of funds by:
 - (i) Officers and Board of Directors member of the Association;
 - (ii) Employees and volunteers of the Association;
 - (iii) Any manager of the Association; and
 - (iv) Officers, directors, and employees of any manager of the Association.

13.6 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable to the Association; and shall not be payable to a holder of a security interest. 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 Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then

any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

13.7 Owner Act Cannot Void Coverage under Any Policy. An Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy or permit anything to be done or kept in or about the Unit that would result in an increase in the cost of insurance on the Property, or that would result in the cancellation of insurance on the Property, or that would result in the cancellation of insurance with respect to all or any part of the Property, or that would be in violation of any governmental law, ordinance, or regulation.

13.8 Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

13.9 Owners' Individual Coverage. **EACH OWNER SHOULD PURCHASE INDIVIDUAL INSURANCE COVERAGE IN THE AMOUNT RECOMMENDED BY THE OWNER'S INSURANCE AGENT.**

ARTICLE 14

MISCELLANEOUS PROVISIONS

14.1 Condemnation. Whenever all of any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation), the Board may act on behalf of the Association in negotiating and completing such transaction.

14.2 Damage & Destruction. Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

- (a) Any damage or destruction to the Common Areas shall be repaired or reconstructed unless Owners representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.
- (b) In the event, that it should be determined in the manner described above that the damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Areas shall be restored to their natural state and maintained by the Association, in a neat and attractive condition.
- (c) If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners as provided in the Governing Documents.

14.3 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

14.4 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in Unit, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process, and record necessary and appropriated

documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

14.5 No Representations and Warranties. Each Owner and occupant understands, agrees, and acknowledges through taking title or residing in the Project that the Association and the Board have not made any representations or warranties of any kind related to the Project and that each Owner or occupant has not relied upon any reorientations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose relative to the Project.

14.6 Conflicting Provisions. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration and the Plat; the Articles; Bylaws, and then the Rules.

14.7 Amendment. At any time while this Declaration is in effect, the covenants herein contained can only be modified by the affirmative vote of the Owners representing not less than fifty-one (51%) percent of the eligible Allocated Interest. No meeting or voting shall be required for an amendment, if the required, written consent is obtained from the requisite number of Owners.

14.8 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Unit in the Project is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provision of this Declaration against their Unit, whether or not there is any reference to this Declaration in the instrument by which they acquire interest in any Unit.

14.9 Notices. All notices under this Declaration are provided as set forth in the Bylaws.

14.10 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the Project. Headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended

to include masculine, feminine and neuter as well.

14.11 Violation Deemed a Nuisance. Any violation of these covenants that is permitted to remain on the Property is deemed a nuisance and is subject to abatement by the Association.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Association. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including reasonable attorney fees and court costs.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state, or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

HORIZON HEIGHTS CONDOMINIUMS OWNERS ASSOCIATION, INC.

By:

Its: President

STATE OF UTAH)
 : ss
COUNTY OF _____)

On this _____ day of _____, 2024, personally appeared before me _____, who being by me duly sworn, did say that they are the President of the Horizon Heights Condominiums Owners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Notary Public

EXHIBIT “A” LEGAL DESCRIPTION

All of **Horizon Heights Building 1A Condominiums**, according to the official plat thereof, recorded in the official records of Salt Lake County on September 29, 2016, as Entry No. 12376589, in Book 2016P, Page 254.

Parcel Numbers: 26-36-402-052 through 26-36-402-061; and 26-36-402-001

All of **Horizon Heights Building 1B Condominiums**, according to the official plat thereof, recorded in the official records of Salt Lake County on September 29, 2016, as Entry No. 12376589, in Book 2016P, Page 255.

Parcel Numbers: 26-36-402-042 through 26-36-402-051

All of **Horizon Heights Building 1C Condominiums**, according to the official plat thereof, recorded in the official records of Salt Lake County on September 29, 2016, as Entry No. 12376589, in Book 2016P, Page 256.

Parcel Numbers: 26-36-402-002 through 26-36-402-011

All of **Horizon Heights Building 1F Condominiums**, according to the official plat thereof, recorded in the official records of Salt Lake County on September 29, 2016, as Entry No. 12376589, in Book 2016P, Page 257.

Parcel Numbers: 26-36-402-032 through 26-36-402-041

All of **Horizon Heights Building 1G Condominiums**, according to the official plat thereof, recorded in the official records of Salt Lake County on September 29, 2016, as Entry No. 12376589, in Book 2016P, Page 258.

Parcel Numbers: 26-36-402-062 through 26-36-402-071

All of **Horizon Heights Building 1H Condominiums**, according to the official plat thereof, recorded in the official records of Salt Lake County on September 29, 2016, as Entry No. 12376589, in Book 2016P, Page 259.

Parcel Numbers: 26-36-402-012 through 26-36-402-021

All of **Horizon Heights Building 1K Condominiums Amended**, according to the official plat thereof, recorded in the official records of Salt Lake County on April 24, 2017, as Entry No. 12520818, in Book 2017P, Page 85.

Parcel Numbers: 26-36-402-072 through 26-36-402-082

All of **Horizon Heights Building 2D Condominiums**, according to the official plat thereof, recorded in the official records of Salt Lake County on March 24, 2017, as Entry No. 12501537, in Book 2017P, Page 58.

Parcel Numbers: 26-36-410-001 through 26-36-410-011

All of **Horizon Heights Building 2E Condominiums**, according to the official plat thereof, recorded in the official records of Salt Lake County on March 24, 2017, as Entry No. 12501538, in Book 2017P, Page 59.

Parcel Numbers: 26-36-410-032 through 26-36-410-041

All of **Horizon Heights Building 2I Condominiums**, according to the official plat thereof, recorded in the official records of Salt Lake County on March 24, 2017, as Entry No. 12501539, in Book 2017P, Page 60.

Parcel Numbers: 26-36-410-012 through 26-36-410-021

All of **Horizon Heights Building 2J Condominiums**, according to the official plat thereof, recorded in the official records of Salt Lake County on March 24, 2017, as Entry No. 12501540, in Book 2017P, Page 61.

Parcel Numbers: 26-36-410-022 through 26-36-410-031

All of **Horizon Heights Building 4L Condominiums Amended**, according to the official plat thereof, recorded in the official records of Salt Lake County on April 24, 2017, as Entry No. 12520819, in Book 2017P, Page 86.

Parcel Numbers: 26-36-408-034 through 26-36-408-044

All of **Horizon Heights Building 4M Condominiums Amended**, according to the official plat thereof, recorded in the official records of Salt Lake County on April 24, 2017, as Entry No. 12520820, in Book 2017P, Page 87.

Parcel Numbers: 26-36-408-023 through 26-36-408-033

All of **Horizon Heights Building 5N Condominiums**, according to the official plat thereof, recorded in the official records of Salt Lake County on May 3, 2017, as Entry No. 12527983, in Book 2017P, Page 98.

Parcel Numbers: 26-36-409-026 through 26-36-409-036

All of **Horizon Heights Building 5O Condominiums**, according to the official plat thereof, recorded in the official records of Salt Lake County on May 3, 2017, as Entry No. 12527984, in Book 2017P, Page 99.

Parcel Numbers: 26-36-409-015 through 26-36-409-025

All of **Horizon Heights Building 5P Condominiums**, according to the official plat thereof, recorded in the official records of Salt Lake County on May 3, 2017, as Entry No. 12527985, in Book 2017P, Page 100.

Parcel Numbers: 26-36-409-004 through 26-36-409-014

All of **Horizon Heights Building 5Q Condominiums**, according to the official plat thereof, recorded in the official records of Salt Lake County on May 3, 2017, as Entry No. 12527986, in Book 2017P, Page 101.

Parcel Numbers: 26-36-254-002 through 26-36-254-012

All of **Horizon Heights Subdivision Phase 3**, according to the official plat on file in the office of the Salt Lake County Recorder, Entry No. 12427463, in Book 2016P at Page 308.

All of **Horizon Heights Subdivision Phase 4**, according to the official plat on file in the office of the Salt Lake County Recorder, Entry No. 12427464, in Book 2016P at Page 309.

All of **Horizon Heights Subdivision Phase 5**, according to the official plat on file in the office of the Salt Lake County Recorder, Entry No. 12527981, in Book 2017P at Page 97.

Including Parcel Numbers:

<u>26364050010000</u>	<u>26364290240000</u>	<u>26364290440000</u>	<u>26362790150000</u>	<u>26364270360000</u>
<u>26364050020000</u>	<u>26364290250000</u>	<u>26364290450000</u>	<u>26364270180000</u>	<u>26364270370000</u>
<u>26364050030000</u>	<u>26364290260000</u>	<u>26364290460000</u>	<u>26364270190000</u>	<u>26364270380000</u>
<u>26364050040000</u>	<u>26364290270000</u>	<u>26364290470000</u>	<u>26364270200000</u>	<u>26364270390000</u>
<u>26364050050000</u>	<u>26364290280000</u>	<u>26364290480000</u>	<u>26364270210000</u>	<u>26364270400000</u>
<u>26364050060000</u>	<u>26364290290000</u>	<u>26364290490000</u>	<u>26364270220000</u>	<u>26364270410000</u>
<u>26364050070000</u>	<u>26364290300000</u>	<u>26364290500000</u>	<u>26364270230000</u>	<u>26364270420000</u>
<u>26364060010000</u>	<u>26364290310000</u>	<u>26364290510000</u>	<u>26364270240000</u>	<u>26364270430000</u>
<u>26364070020000</u>	<u>26364290320000</u>	<u>26364290520000</u>	<u>26364270250000</u>	<u>26364270440000</u>
<u>26364290130000</u>	<u>26364290330000</u>	<u>26364290530000</u>	<u>26364270260000</u>	<u>26364270450000</u>
<u>26364290140000</u>	<u>26364290340000</u>	<u>26364290540000</u>	<u>26364270270000</u>	<u>26364270460000</u>
<u>26364290150000</u>	<u>26364290350000</u>	<u>26364290550000</u>	<u>26364270280000</u>	<u>26364270470000</u>
<u>26364290160000</u>	<u>26364290360000</u>	<u>26364290560000</u>	<u>26364270290000</u>	<u>26364270480000</u>
<u>26364290170000</u>	<u>26364290370000</u>	<u>26364290570000</u>	<u>26364270300000</u>	<u>26364270490000</u>
<u>26364290180000</u>	<u>26364290380000</u>	<u>26364290580000</u>	<u>26364270310000</u>	<u>26364270500000</u>
<u>26364290190000</u>	<u>26364290390000</u>	<u>26362790100000</u>	<u>26364270320000</u>	<u>26364270510000</u>
<u>26364290200000</u>	<u>26364290400000</u>	<u>26362790110000</u>	<u>26364270330000</u>	<u>26364270520000</u>
<u>26364290210000</u>	<u>26364290410000</u>	<u>26362790120000</u>	<u>26364270340000</u>	<u>26364270530000</u>
<u>26364290220000</u>	<u>26364290420000</u>	<u>26362790130000</u>	<u>26364270350000</u>	<u>26364270540000</u>
<u>26364290230000</u>	<u>26364290430000</u>	<u>26362790140000</u>		

EXHIBIT “B” BYLAWS

EXHIBIT "C" ALLOCATED INTEREST

<u>UNITS</u>	<u>ALLOCATED INTEREST IN COMMON AREAS</u>	<u>SQUARE FEET</u>
Horizon Heights Building 1A Condominiums		
Unit 101	1/170 th	1272
Unit 102	1/170 th	1272
Unit 201	1/170 th	1272
Unit 202	1/170 th	1272
Unit 203	1/170 th	1272
Unit 204	1/170 th	1272
Unit 301	1/170 th	1272
Unit 302	1/170 th	1272
Unit 303	1/170 th	1272
Unit 304	1/170 th	1272
Horizon Heights Building 1B Condominiums		
Unit 101	1/170 th	1272
Unit 102	1/170 th	1272
Unit 201	1/170 th	1272
Unit 202	1/170 th	1272
Unit 203	1/170 th	1272
Unit 204	1/170 th	1272
Unit 301	1/170 th	1272
Unit 302	1/170 th	1272
Unit 303	1/170 th	1272
Unit 304	1/170 th	1272
Horizon Heights Building 1C Condominiums		
Unit 101	1/170 th	1272
Unit 102	1/170 th	1272
Unit 201	1/170 th	1272
Unit 202	1/170 th	1272
Unit 203	1/170 th	1272
Unit 204	1/170 th	1272
Unit 301	1/170 th	1272
Unit 302	1/170 th	1272
Unit 303	1/170 th	1272

Unit 304	1/170 th	1272
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Horizon Heights Building 1F Condominiums

Unit 101	1/170 th	1272
Unit 102	1/170 th	1272
Unit 201	1/170 th	1272
Unit 202	1/170 th	1272
Unit 203	1/170 th	1272
Unit 204	1/170 th	1272
Unit 301	1/170 th	1272
Unit 302	1/170 th	1272
Unit 303	1/170 th	1272
Unit 304	1/170 th	1272

Horizon Heights Building 1G Condominiums

Unit 101	1/170 th	1272
Unit 102	1/170 th	1272
Unit 201	1/170 th	1272
Unit 202	1/170 th	1272
Unit 203	1/170 th	1272
Unit 204	1/170 th	1272
Unit 301	1/170 th	1272
Unit 302	1/170 th	1272
Unit 303	1/170 th	1272
Unit 304	1/170 th	1272

Horizon Heights Building 1H Condominiums

Unit 101	1/170 th	1272
Unit 102	1/170 th	1272
Unit 201	1/170 th	1272
Unit 202	1/170 th	1272
Unit 203	1/170 th	1272
Unit 204	1/170 th	1272
Unit 301	1/170 th	1272
Unit 302	1/170 th	1272
Unit 303	1/170 th	1272
Unit 304	1/170 th	1272

Horizon Heights Building 1K Condominiums

Unit 101	1/170 th	1272
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Unit 102	1/170 th	1272
Unit 201	1/170 th	1272
Unit 202	1/170 th	1272
Unit 203	1/170 th	1272
Unit 204	1/170 th	1272
Unit 301	1/170 th	1272
Unit 302	1/170 th	1272
Unit 303	1/170 th	1272
Unit 304	1/170 th	1272

Horizon Heights Building 4L Condominiums

Unit 101	1/170 th	1272
Unit 102	1/170 th	1272
Unit 201	1/170 th	1272
Unit 202	1/170 th	1272
Unit 203	1/170 th	1272
Unit 204	1/170 th	1272
Unit 301	1/170 th	1272
Unit 302	1/170 th	1272
Unit 303	1/170 th	1272
Unit 304	1/170 th	1272

Horizon Heights Building 4M Condominiums

Unit 101	1/170 th	1272
Unit 102	1/170 th	1272
Unit 201	1/170 th	1272
Unit 202	1/170 th	1272
Unit 203	1/170 th	1272
Unit 204	1/170 th	1272
Unit 301	1/170 th	1272
Unit 302	1/170 th	1272
Unit 303	1/170 th	1272
Unit 304	1/170 th	1272

Horizon Heights Building 2D Condominiums

Unit 101	1/170 th	1272
Unit 102	1/170 th	1272
Unit 201	1/170 th	1272
Unit 202	1/170 th	1272
Unit 203	1/170 th	1272
Unit 204	1/170 th	1272

Unit 301	1/170 th	1272
Unit 302	1/170 th	1272
Unit 303	1/170 th	1272
Unit 304	1/170 th	1272

Horizon Heights Building 2E Condominiums

Unit 101	1/170 th	1272
Unit 102	1/170 th	1272
Unit 201	1/170 th	1272
Unit 202	1/170 th	1272
Unit 203	1/170 th	1272
Unit 204	1/170 th	1272
Unit 301	1/170 th	1272
Unit 302	1/170 th	1272
Unit 303	1/170 th	1272
Unit 304	1/170 th	1272

Horizon Heights Building 2I Condominiums

Unit 101	1/170 th	1272
Unit 102	1/170 th	1272
Unit 201	1/170 th	1272
Unit 202	1/170 th	1272
Unit 203	1/170 th	1272
Unit 204	1/170 th	1272
Unit 301	1/170 th	1272
Unit 302	1/170 th	1272
Unit 303	1/170 th	1272
Unit 304	1/170 th	1272

Horizon Heights Building 2J Condominiums

Unit 101	1/170 th	1272
Unit 102	1/170 th	1272
Unit 201	1/170 th	1272
Unit 202	1/170 th	1272
Unit 203	1/170 th	1272
Unit 204	1/170 th	1272
Unit 301	1/170 th	1272
Unit 302	1/170 th	1272
Unit 303	1/170 th	1272
Unit 304	1/170 th	1272

Horizon Heights Building 5N Condominiums

Unit 101	1/170 th	1272
Unit 102	1/170 th	1272
Unit 201	1/170 th	1272
Unit 202	1/170 th	1272
Unit 203	1/170 th	1272
Unit 204	1/170 th	1272
Unit 301	1/170 th	1272
Unit 302	1/170 th	1272
Unit 303	1/170 th	1272
Unit 304	1/170 th	1272

Horizon Heights Building 5O Condominiums

Unit 101	1/170 th	1272
Unit 102	1/170 th	1272
Unit 201	1/170 th	1272
Unit 202	1/170 th	1272
Unit 203	1/170 th	1272
Unit 204	1/170 th	1272
Unit 301	1/170 th	1272
Unit 302	1/170 th	1272
Unit 303	1/170 th	1272
Unit 304	1/170 th	1272

Horizon Heights Building 5P Condominiums

Unit 101	1/170 th	1272
Unit 102	1/170 th	1272
Unit 201	1/170 th	1272
Unit 202	1/170 th	1272
Unit 203	1/170 th	1272
Unit 204	1/170 th	1272
Unit 301	1/170 th	1272
Unit 302	1/170 th	1272
Unit 303	1/170 th	1272
Unit 304	1/170 th	1272

Horizon Heights Building 5Q Condominiums

Unit 101	1/170 th	1272
Unit 102	1/170 th	1272
Unit 201	1/170 th	1272
Unit 202	1/170 th	1272
Unit 203	1/170 th	1272
Unit 204	1/170 th	1272
Unit 301	1/170 th	1272
Unit 302	1/170 th	1272
Unit 303	1/170 th	1272
Unit 304	1/170 th	1272